

DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO

1437 Bannock Street
Denver, CO 80202

DATE FILED: June 12, 2019 4:58 PM
FILING ID: DD521A5CBE935
CASE NUMBER: 2019CV32304

SCHOOL DISTRICT 14 CLASSROOM TEACHERS' ASSOCIATION

Plaintiff,

v.

**COLORADO STATE BOARD OF EDUCATION and
ADAMS COUNTY SCHOOL DISTRICT 14 BOARD
OF EDUCATION,**

Defendants.

▲ COURT USE ONLY ▲

Case Number:

Courtroom:

Attorneys for Plaintiff:

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COMPLAINT AND REQUEST FOR DECLARATORY JUDGMENT

The Plaintiff, School District 14 Classroom Teachers' Association, by and through its attorneys, Kris Gomez, Rory M. Herington, and Erik G. Bradberry of the Colorado Education Association, hereby files this Complaint and Request for Declaratory Judgment against the Colorado State Board of Education and the Adams County School District 14 Board of Education, and states in support thereof as follows:

NATURE OF THE ACTION

Like the Plaintiffs in *Pueblo Educ. Ass’n. et al. v. Colo. State. Bd. of Educ., et al.* (Denver Dist. Ct. Case No. 2019CV302), the Plaintiff in this case alleges that the Colorado State Board of Education exceeded its constitutional and statutory authority when it ordered a local school board to assign complete managerial authority over school board functions to a private, for-profit, entity. Unlike *Pueblo Educ. Ass’n.*, where the plaintiffs challenge the State Board of Education’s authority to demand that a local board of education relinquish all meaningful control over one of its schools, this case concerns the State Board’s authority to order a local board of education to relinquish all meaningful local control over an entire school district. In addition, the Plaintiff asserts that the Adams County School District 14 Board of Education failed to fulfill its constitutional and statutory duties by, *inter alia*, willfully abdicating control over every public school in its district while committing substantial public funds to the private entity now charged with carrying out the functions that Commerce City voters elected their local school board members to perform.

PARTIES

1. Plaintiff, School District 14 Classroom Teachers’ Association (“CTA” or “Association”), is a membership organization comprised of teachers and other licensed professional and non-management employees of Adams County School District 14 (“School District”). CTA is the sole and exclusive bargaining agent for teachers, specialists, counselors, elementary school learning coordinators, special education program coordinators, speech therapists, psychologists, child advocates, and occupational therapists employed by the School District, and is a party to a collective bargaining agreement with the School District’s Board of Education. CTA has standing to sue on behalf of its members because those members have standing to sue in their own right; because CTA’s interests in preserving the rights of its members and ensuring that public schools are operated in a lawful manner are germane to its organizational mission; and because the relief requested in this lawsuit does not require the participation of individual members. The business address and office of CTA is located in the City of Westminster, County of Adams, State of Colorado.

2. Defendant Colorado State Board of Education (“State Board”) is the elected body, duly constituted and existing pursuant to applicable Colorado laws, with general supervisory authority over the public schools of the state. The business address and office of the State Board is located in the City and County of Denver, State of Colorado.

3. Defendant Adams County School District No. 14 Board of Education (“Local Board”) is the elected body, duly constituted and existing pursuant to applicable Colorado laws, with overall authority for the operation and management of the School District, which includes providing an instructional program to the School District’s students and employing the personnel necessary to deliver the same. The Local Board’s schools and administrative offices are located in the city of Commerce City, Adams County, State of Colorado.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter pursuant to Article VI, § 9 of the Colorado Constitution. In addition, this Court is authorized to review “any agency action” affecting any person bringing a request for judicial review of an agency action which has become effective within the thirty-five days preceding the request. Colo. Rev. Stat. § 24-4-106(4) (2018).

5. The State Board resides in the City and County of Denver. The Local Board resides in Adams County. Venue is proper in this county under C.R.C.P. 98(b)(2).

FACTUAL ALLEGATIONS

6. The allegations set forth in paragraphs 1 through 5 of this Complaint are incorporated herein by reference.

7. The general supervision of the public schools in Colorado is vested in the State Board of Education. Colo. Const. Art. IX, § 1. The State Board’s powers and duties are prescribed and limited by law. *Id.*

8. The State Board’s statutory duties include exercising general supervision over the public schools of the state; appointing a commissioner of education; appraising and accrediting the public schools and school districts of the state; and ordering the distribution of federal and state (but not local) moneys granted to the department of education for the use of the public schools. Colo. Rev. Stat. § 22-2-106 (2018).

9. The State Board enjoys the statutory power to, *inter alia*, perform all duties delegated to it by law; to promulgate and adopt policies, rules, and regulations concerning general supervision of the public schools; and to provide consultative services to the public schools and boards of education of local school districts. Colo. Rev. Stat. § 22-2-107 (2018).

10. The Commissioner of Education (“Commissioner”), appointed by the State Board and subject to its supervision, is responsible for advising the State Board concerning the current

operation and status of the public schools; and for visiting “public schools and communities which most need [her] personal attendance for the purpose of stimulating and guiding public sentiment to education and diffusing ... a knowledge of existing defects of and a knowledge of desirable improvements in the government, finance, curriculum of, and instruction in the public schools.” Colo. Rev. Stat. § 22-2-212 (2018).

11. Every public school district is governed by a local board of education, which consists of a number of directors/board members as prescribed by law. Local Boards of education possess all powers and duties delegated to them by law, and they are required to perform all duties set forth by law. Colo. Rev. Stat. § 22-32-103(1) (2018).

12. The members of a local board of education are vested with control of instruction in the public schools of their respective districts. Colo. Const. Art. IX, § 15. The power of local control of instruction applies to all of the schools of the school district and imposes on the local board of education the responsibility to ensure the equitable treatment of all the students enrolled in all of the schools of the school district. Colo. Rev. Stat. § 22-32-108.5(1)(a) (2018).

13. Local boards of education are required to, *inter alia*, determine the educational programs to be carried on in the schools of the district; employ all personnel required to maintain the operations of the district and carry out the educational program; and determine the length of time the schools of the district will be in session. Colo. Rev. Stat. § 22-32-109(1) (2018).

14. Additionally, local boards of education have the statutory power to determine which schools of the district will be operated and maintained. Colo. Rev. Stat. § 22-32-110(1)(1) (2018).

15. Local boards of education are required to adopt a budget and an appropriation resolution prior to the beginning of every fiscal year. Colo. Rev. Stat. § 22-44-103(1). The sources of funding generally include state taxes, local specific ownership taxes, and local property taxes.

The Education Accountability Act

16. In 2009, the general assembly enacted Senate Bill 09-163. As enacted, the bill was referred to as the “Education Accountability Act of 2009” and codified as Colo. Rev. Stat. §§ 22-11-101, *et seq.* (hereinafter, “Accountability Act”).

17. The Accountability Act contemplates the creation of a “state review panel,” which is comprised of an undefined number of highly-qualified persons, recruited by the Commissioner of Education and approved by the State Board. The state review panel assists the Commissioner,

the Department of Education, and the State Board in carrying out their powers and duties as set forth in the Accountability Act. Colo. Rev. Stat. § 22-11-205 (2018).

18. The Accountability Act authorizes the State Board to promulgate rules to establish accreditation categories for public school districts. The categories include, but are not limited to, the following:

- a. Accredited with Distinction;
- b. Accredited;
- c. Accredited with Improvement Plan;
- d. Accredited with Priority Improvement Plan; or
- e. Accredited with Turnaround Plan.

Colo. Rev. Stat. § 22-11-207(1) (2018).

19. A school district's accreditation rating is based largely on how well students perform on statewide standardized assessments, which are supposed to measure academic growth, academic progress, and the degree to which students meet or exceed grade-level curriculum standards. Colo. Rev. Stat. § 22-11-207(2) (2018).

20. If a school district is accredited with a Turnaround Plan and the department of education determines it has failed to make substantial progress, or if the district has been on "performance watch" for five (5) full years, the Commissioner assigns the state review panel to evaluate the school district and recommend, among other possible outcomes, whether "a private or public entity, with the agreement of the school district, [should] serve as a lead partner in the management of the school district or partially or wholly manage on of the district public schools." Colo. Rev. Stat. § 22-11-209(2)(a)(I)(B).

21. If the state review panel recommends the selection of an external manager, the "local school board and the department [of education] shall ensure that the private or public entity uses research-based strategies and has a proven record of success working with school districts and schools under similar circumstances." *Id.*

22. After the state review panel makes one or more recommendations to the State Board, the State Board determines the actions the school district will be required to take and directs the local school board accordingly. Colo. Rev. Stat. § 22-11-209(3).

23. Just as the Accountability Act authorizes the State Board to assign accreditation ratings to school districts, it requires that the Department of Education review each public

school's performance and recommend to the State Board that the school implement one of the following types of plans for the following school year:

- a. Performance;
- b. Improvement;
- c. Priority Improvement; or
- d. Turnaround.

Colo. Rev. Stat. § 22-11-210 (1)(a) (2018).

24. In determining the type of plan most appropriate for a public school, the State Board places greatest emphasis on how well students perform on standardized tests. *Id.*

25. If a public school receives a Priority Improvement or Turnaround plan, the Commissioner may assign the state review panel to “critically evaluate” the school. In such cases, the state review panel conducts an evaluation and issues a report to the Commissioner, the State Board, and the applicable local board of education. Colo. Rev. Stat. § 22-11-210(4) (2018).

26. If a public school fails to make “adequate progress” under a Turnaround plan, or continues as a Priority Improvement and/or Turnaround school for five (5) years, the Commissioner is required to assign the state review panel to conduct a critical evaluation of the school. After completing its evaluation, the state review panel must determine whether to recommend one or more of the following actions to the State Board:

- a. That the public school should be partially or wholly managed by a private or public entity other than the school district;
- b. That the public school be converted to a charter school;
- c. That the public school be granted “innovation” status; or
- d. That the public school be closed.

Colo. Rev. Stat. § 22-11-210(5)(a) (2018).

27. The Accountability Act provides that after the state review panel presents its recommendations to the Commissioner and to the State Board, the State Board “shall determine which of the actions described [in the statute] the local school board ... shall take regarding the public school and direct the local school board ... accordingly.” Colo. Rev. Stat. § 22-11-210(5)(b) (2018).

Adams County School District 14

28. The School District in this case primarily serves an at-risk student population. Most of its students are economically disadvantaged, nearly 90% identify as a racial or ethnic minority, and about 53% are English language learners. *Exh. 1, State Board Order (Nov. 2018), pp. 3-4.*

29. In recent years, certain grants, programs, and other supports provided to the School District have not resulted in improvements to student test scores. *See id. at pp. 5-7.*

30. Because students were not performing well on standardized tests, the Commissioner directed the state review panel to evaluate the School District. In October 2018, the state review panel recommended that the School District continue a partnership with an organization called “Beyond Textbooks,” and that it bring a public or private entity into the fold “to provide clear direction and oversight.” *Exh. 2, State Review Panel Report, p. 1.*

31. The state review panel underscored its recommendation by noting that it felt “strongly that this entity must provide true management—not a partnership—and that it must provide clear direction and oversight of the district.” *Id. at p. 2.*

32. The state review panel opined that the School District needed a management entity that would, *inter alia*, “[e]stablish processes and procedures to hire and retain quality staff.” *Id.*

The State Board’s November 2018 Order
(“Order”)

33. The State Board adopted the state review panel’s recommendations by issuing an Order in November 2018. *See Exh. 1.*

34. With its Order, the State Board directed the Local Board to, within 90 days, identify a public or private entity to serve as its external manager. *Exh. 1, p. 11.* In making its selection, the Local Board was to confer with the Department of Education to ensure, among other things, that:

- a. the scope of the manager’s involvement aligns with the Order;
- b. the manger uses “research-based strategies” and “has a proven track record of success” working with similar school districts; and
- c. community stakeholders would be engaged.

Id. at pp. 11-12.

35. Once it identified an external manager, the Local Board was to present its selection to the State Board for approval. *Id. at p. 12*. The Order authorized the State Board to reject the Local Board’s selection, so long as it identified which factor(s) contained in the Order caused it not to approve the Local Board’s decision. *Id.*

36. After receiving the State Board’s approval of its chosen manager, the Local Board—according to the Order—had 30 days to “execute a contract authorizing the selected and approved entity to administer the affairs and programs of the District commencing no later than July 1, 2019, and continuing for a term of not less than four years (48 months).” *Id.*

37. The State Board further required that in the contract, the Local Board was to “specifically delegate to the management entity all formal decision-making authority” and give the outside entity the authority to, *inter alia*:

- a. implement an instructional program;
- b. recruit and retain personnel;
- c. recommend “needed changes” to the School District’s and CTA’s collective bargaining agreement; and
- d. exercise “such other and further authority as the Lead Partner reasonably needs to create systemic improvement in teaching and learning.”

Id. at pp. 12-13.

38. The Order limited the Local Board’s ability to terminate its contract with the external manager by requiring, for example, that the Local Board show “good cause” before it would be permitted to end its contractual relationship with the manager. *Exh. 1, p. 14.*

39. The State Board further required that the Local Board provide a copy of the contract between the Local Board and the external manager to the Commissioner, who would then “advise the State Board in the event that the contract fails to satisfy the terms of [the] Order.” *Id. at p. 13.*

40. However, the State Board apparently recognized that some actions require formal action by local boards of education—e.g., hiring and firing of teachers. To circumvent this hurdle, the State Board ordered the Local Board to “give due consideration to the recommendations of the [manager] and not unreasonably withhold [its] approval.” *Exh. 1, p. 14.* Any rejection of a manager’s recommendation over a matter requiring formal action by the Local Board would have to be accompanied by “a reasoned, written explanation” submitted to the Department of Education. *Id.* Moreover, any “[u]nreasonable rejection of the manager’s

recommendations, or a pattern or practice of rejecting the manager’s reasonable recommendations, may constitute evidence of noncompliance with [the] Order.” *Id.*

41. Noncompliance, the State Board threatened, would be met with severe consequences—i.e. removal of accreditation, which would result in reorganization of the School District. *Id.*

Selection of an External Manager

42. After it received the State Board’s Order, the Local Board went about selecting an outside entity to administer its programs and affairs.

43. In February 2019, the Local Board selected a neighboring school district—Mapleton Public Schools (“Mapleton”)—to serve as its external manager.

44. The Local Board presented its selection to the State Board in March 2019. The State Board, however, neither approved nor rejected Mapleton. Instead, the State Board insisted that the two public entities identify another entity to “strengthen” Mapleton’s ability to manage the School District.

45. The resulting confusion was exacerbated when the Local Board selected MGT Consulting Group, LLC (“MGT”), a Florida-based education management firm, to “strengthen” Mapleton’s ability to manage the School District. The Local Board did not notify Mapleton that it was considering MGT until after it selected MGT; similarly, the Local Board did not notify the public—which had to that point taken a keen interest in the selection process—that it was considering MGT until after it reached that decision during an executive session which the public was, obviously, not privy to. Accordingly, it was unclear—at best—how the Local Board, Mapleton, and MGT were supposed to define roles and work together toward improving student testing outcomes; also unclear was what value—if any—the Local Board placed on community input into the selection process.

46. Thereafter, Mapleton effectively faded from the picture and, in April 2019, the State Board officially rejected its bid to manage the School District.

47. As to whether the Local Board might thus proceed with MGT as its external manager, the State Board—as of April 2019—was unwilling to go that far because, as at least one State Board member pointed out, MGT had very limited experience managing an entire school district, and that venture—in Gary, Indiana—was still in progress. Consequently, there was no factual or practical basis to conclude that MGT had a “proven track record of success” when it came to managing an entire public school system.

48. Nevertheless, on April 23, 2019, the Local Board selected MGT as its sole external manager. *Exh. 3 (Local Board Resolution Selecting MGT as External Manager)*.

49. On May 9, 2019, the Local Board presented its new selection to the State Board. Notwithstanding its concerns several weeks earlier, the State Board voted (6 to 1) to approve MGT as the School District's external manager.

50. Pursuant to the State Board's Order, that approval triggered the Local Board's 30 day deadline to enter into a management agreement with MGT under which the Local Board would be required to forfeit all meaningful control over the programs and affairs of the School District.

The Local Board and MGT Enter into a Management Contract

51. On or about June 7, 2019, the Local Board approved a management contract with MGT¹. The contract becomes effective on June 15, 2019. *Exh. 4, Management Contract*.

52. In the management contract, the Local Board delegated to MGT "all formal decision-making authority needed to administer the affairs and programs" of the School District, subject, and least in theory, to "limitations mandated by the Colorado Constitution and statute," and to the Local Board's retained authority provided in Board Policy. *Id.*

53. Specifically, the authorities delegated by the Local Board to MGT include the following:

- a. Authority over recruitment and retention of personnel;
- b. Authority to recommend which probationary teachers should be non-renewed—i.e. terminated—at the end of a school year;
- c. Authority to negotiate collective bargaining agreements with employee groups, such as the Plaintiff, CTA; and
- d. Authority to manage the School District's annual budget, including state and federal grant dollars the District might receive.

Exh. 4, Management Contract, p. 2.

¹ The agreement is between Adams County School District 14 and "Adams 14 Schools Succeed, LLC", a wholly-owned subsidiary of MGT. For consistency, this Complaint refers to the parties to that agreement as being the Local Board and MGT.

54. As required by the State Board’s Order, for any action MGT might wish to take that requires formal action by the Local Board, the Local Board agreed not to “unreasonably withhold” its approval. *Id. at pp. 3-4.*

55. The management contract is effective June 15, 2019 through September 30, 2023. *Id. at p. 9.* It is, of course, binding on the current iteration of the Local Board; it will also bind future versions of the Local Board.

56. The management contract can be terminated early for “good cause” including “a financial inability of the District to appropriate funds necessary to pay [MGT’s] professional fees.” *Id.*

57. On information and belief, the funds necessary to pay for MGT’s services will originate from a number of sources, including state and local taxes.

58. In the first year that MGT manages the programs and affairs of the School District, it will earn a base figure of **\$3,465,000**. Through incentives, MGT can earn an additional **\$385,000** during year one. *Exh. 4, Annex to Management Contract, p. ix.*

59. During year two, MGT will collect at least **\$2,772,000**, with the potential to earn an additional **\$308,000** in incentives. *Id. at p. xi.*

60. In year three, MGT stands to earn a base of **\$1,390,674**, with potential incentives totaling **\$500,000**. *Id. at pp. xi-xii.*

61. Finally, in year four, MGT will earn a base of **\$687,991**, with possible incentives of **\$500,000**. *Id. at p. xi.*

62. In sum, the Local Board has committed—at a minimum—**over \$8 million public dollars** to a private firm that is tasked with fulfilling duties that Commerce City voters, including members of CTA, elected the Local Board to perform.

63. MGT was not selected by, nor is it accountable to, Commerce City’s voters. Moreover, MGT will collect most of the public money it is owed under the management contract in years one and two—i.e. before stakeholders, including members of the CTA, are able to determine the success and sustainability of MGT’s approach to managing the programs and affairs of the School District.

FIRST CAUSE OF ACTION

(Article IX, § 15, Colorado Constitution)

64. The allegations of paragraphs 1 through 63 are realleged and incorporated herein by reference.

65. Article IX, § 15 of the Colorado Constitution, which provides that local school boards “shall have control of instruction in the public schools of their respective districts,” vests in the school board of each school district control over the instruction provided with that school district’s funds.

66. The Accountability Act violates Article IX, § 15 to the extent that it removes from a local school board all discretion and control as to the content of the instruction provided, with the school district’s funds, to students who attend a school partially or wholly managed by a private or public entity other than the school district.

67. The State Board of Education’s November 27, 2018 Order violates Article IX, § 15 because it, *inter alia*, usurps the Local Board’s discretion and control as to the content of the instruction provided, with the School District’s funds, to students who attend its schools.

68. The Local Board’s management contract with MGT violates Article IX, § 15 because it, *inter alia*, assigns the non-delegable control of instruction in its public schools to an external manager which is not the board of education, duly elected by the qualified electors of the district.

SECOND CAUSE OF ACTION
(Article IX, § 1 Colorado Constitution)

69. The allegations of paragraphs 1 through 68 are realleged and incorporated herein by reference.

70. Article IX, § 1 of the Colorado Constitution vests the State Board of Education with general supervisory authority over the public schools of the state.

71. General supervision includes the inspection and critical evaluation of the public education system from a statewide perspective. *Bd. of Educ., Sch. Dist. No. 1 v. Booth*, 984 P.2d 639 (Colo. 1999).

72. The State Board’s powers and duties, assigned by the General Assembly, must be consistent with the framers’ intent, which was to limit the State Board to general supervisory authority. *Id.*

73. The State Board violated Article IX, § 1 by exceeding its grant of general supervisory authority when it dictated the terms by which it required a local board of education to cede control over the programs and affairs of the school district that voters, including members of the CTA, elected it to oversee.

THIRD CAUSE OF ACTION
(Violation of Statute—Colo. Rev. Stat. § 22-32-109)

74. The allegations of paragraphs 1 through 73 are realleged and incorporated herein by reference.

75. Colo. Rev. Stat. § 22-32-109 sets forth the specific duties of local boards of education, which include the duty to “employ all personnel required to maintain the operations and carry out the educational program of the district and to fix and order paid their compensation.” The statute also imposes on local school boards the duty to “determine the educational programs to be carried on in the schools of the district[.]”

76. The State Board of Education’s November 27, 2019 Order violates § 22-32-109(1)(f)(I), C.R.S. by requiring the Local Board to delegate its authority to recruit and select personnel.

77. The State Board of Education’s November 27, 2019 Order violates § 22-32-109(1)(t), C.R.S. by requiring the Local Board to delegate its authority to implement an instructional program to an external manager.

78. The Local Board’s management contract with MGT violates § 22-32-109(1)(f) because it purports to assign “authority over recruiting and retaining personnel” to an outside entity.

79. The Local Board’s management contract with MGT violates § 22-32-109(1)(t) because it purports to assign MGT the authority to develop and implement the instructional program to be provided in the School District.

FOURTH CAUSE OF ACTION
(C.R.C.P. 106(a)(2))

80. The allegations of paragraphs 1 through 79 are realleged and incorporated herein by reference.

81. C.R.C.P. 106(a)(2) authorizes the district courts of the state to compel a lower judicial body, governmental body, corporation, board, officer or person to perform an act which the law specially enjoins as a duty resulting from an office.

82. Among the duties the Local Board is required to perform, but which it has assigned to an external manager, are those described herein relating to (a) recruitment and retention of personnel; and (b) developing and implementing the instructional program to be provided in its schools.

83. Unless compelled by this Court, the Local Board will continue its failure or refusal to perform its official duties.

FIFTH CAUSE OF ACTION
(Judicial Review of Agency Action pursuant to § 24-4-106, C.R.S.)

84. The allegations of paragraphs 1 through 83 are realleged and incorporated herein by reference.

85. Any person adversely affected by an agency action may commence an action for judicial review pursuant to § 24-4-106, C.R.S.

86. The Plaintiff and its members were adversely affected by the State Board's May 9, 2019 approval of MGT, which constituted a final agency action, as that term is used in Article 4 of Title 24.

87. The Plaintiff and its members were adversely affected by the agency action in question because, for example, the action triggered the Local Board's deadline to enter into a contract with MGT, which contract has the effect of diluting and undermining CTA's status as the exclusive representative for bargaining terms and conditions of employment for all School District teachers and other employees in the bargaining unit it represents. Specifically, under the management contract, CTA will supposedly bargain with representatives from MGT, rather than from the School District.

SIXTH CAUSE OF ACTION
(Declaratory Judgment)

88. The allegations of paragraphs 1 through 87 are realleged and incorporated herein by reference.

89. This Court is empowered by § 13-51-101, *et seq.* and by C.R.C.P. 57 to declare the rights, status and other legal relations of the parties.

90. Plaintiff CTA has an interest under and its rights, status or other legal relations are affected by: the personnel/staffing authority delegated to MGT pursuant to the State Board order and Local Board contract; § 22-32-109, C.R.S.; §§ 22-63-101, *et seq.*; Colo. Const. Art. IX, § 15; the collective bargaining agreement between it and the Local Board; and the construction and interpretation of said order, contracts, statutes, and constitution.

91. The Defendant State Board of Education has ordered the Local Board to assign to an external manager non-delegable authority in violation of the Colorado Constitution and state laws.

92. The Defendant Local Board has assigned non-delegable functions, such as employing teachers, and it has contractually bound itself to pay state and local funds to an external manager now tasked with performing those functions in violation of the Colorado Constitution and state laws.

93. The actions of the Defendants were *ultra vires*, in excess of their legal authority, and therefore null and void.

94. The Plaintiffs are entitled to a judgment for declaratory relief and declarations that: the State Board's November 27, 2018 Order was *ultra vires*, in whole or in part; the State Board is without authority to select, approve, or reject an external manager selected by a local board of education; the Local Board's purported assignment of non-delegable authority exceeded its legal authority and is null and void; the collective bargaining agreement between Plaintiff and the Local Board is unaffected by the State and Local Boards' illegal actions; the Local Board retains—and has at all times retained—the authority to recruit and retain personnel, and to determine the instructional program of its schools; the Local Board retains—and has at all times retained—local control of instruction; no local funds may be used to fulfill the management contract between the Local Board and MGT; and no state funds may be used to fulfill the April 11, 2019 contract between the Local Board and MGT.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request that this Court:

A. Strike any provisions of the Accountability Act deemed unconstitutional;

- B. Declare the State Board's November 27, 2018 Order *ultra vires*, in excess of its legal authority, and therefore null and void;
- C. Declare the State Board's approval of MGT *ultra vires*, in excess of its legal authority, and therefore null and void;
- D. Declare any and all actions taken by the Local Board pursuant to any portion of the State Board's November 27, 2018 Order deemed *ultra vires* null and void;
- E. Declare any attempt by the Local Board to assign non-delegable constitutional or statutory authority *ultra vires*, in excess of its legal authority, and therefore null and void;
- F. Enjoin the Defendants, and all persons acting under their direction or in concert with them, from taking any actions to implement or enforce any portion of the State Board's November 27, 2018 Order deemed *ultra vires*;
- G. Enjoin the Defendants, and all persons acting under their direction or in concert with them, from taking any actions to implement or enforce the State Board's *ultra vires* approval of MGT as the external manager for the School District;
- H. Enjoin the Defendants, and all persons acting under their direction or in concert with them, from taking any actions to implement or enforce any attempt by the Local Board to assign non-delegable duties to an external manager;
- I. Enjoin the Defendants, and all persons acting under their direction or in concert with them, from utilizing state or local funds to satisfy the Local Board's contractual obligations to MGT;
- J. Award Plaintiffs their attorneys' fees, expenses, and costs incurred in prosecuting this lawsuit; and
- K. Order such other and further relief as this Court may deem appropriate.

DATED this 12th day of June, 2019.

/s/ Kris A. Gomez

Kris A. Gomez

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<p style="text-align: center;">STATE OF COLORADO BOARD OF EDUCATION 201 E. Colfax Avenue #506 Denver, CO 80203</p>	<p>DATE FILED: June 12, 2019 4:58 PM FILING ID: DD521A5CBE935 CASE NUMBER: 2019CV32304</p>
<p>In Re: Accountability Recommendations Concerning Adams 14 School District and Adams City High School</p>	<p>CASE NUMBER: 17-AR-10</p>
<p style="text-align: center;">ORDER</p>	

This matter came back before the Colorado State Board of Education pursuant to the Board's June 16, 2017 Final Written Determination and in accordance with the Education Accountability Act of 2009 (as amended), §§ 22-11-101 et. seq., C.R.S. (2018). Based on the record of materials submitted to the Board, the information adduced at hearing, the comments of stakeholders, and being duly advised in premises, the State Board ORDERS as follows:

Procedural History

1. This matter first came before the State Board for proceedings on Thursday, May 11, 2017, pursuant to §§ 22-11-209(3) and 22-11-210(5)(b), C.R.S. (2016), and the Colorado State Board of Education's Procedures for State Board Accountability Actions.

2. At the time, Adams County School District 14 ("District") came before the board with a significant history of failing to provide a quality education to its students, including district performance ratings as follows:

- a. 2010 – Turnaround;
- b. 2011 – Turnaround;
- c. 2012 – Turnaround;
- d. 2013 – Priority Improvement;
- e. 2014 – Priority Improvement; and
- f. 2016 – Turnaround.

Adams City High School had received school performance ratings as follows:

- a. 2010 – Turnaround;
- b. 2011 – Priority Improvement;
- c. 2012 – Priority Improvement;
- d. 2013 – Priority Improvement;
- e. 2014 – Priority Improvement; and
- f. 2016 – Priority Improvement.

3. At that time, the State Board reviewed and fully considered the accountability recommendations of the Commissioner, the State Review Panel (“SRP”), and the report submitted by the District, and heard and considered the presentation of the District. The State Board also considered the District’s Pathways Proposal for External Management Partnership, and later revisions submitted on June 6, 2017 (“Revised Pathways Proposal”).

4. Among other things, the District proposed that Beyond Textbooks would serve as a management partner in a number of targeted areas. The proposal pledged that “the superintendent and leadership team will implement all recommendations made by the BT team as they apply to the targeted operations outlined above.” *Revised Pathways Proposal* at 38.

5. On June 16, 2017, the State Board issued its Determination, finding that the Revised Pathways Proposal, if implemented with fidelity, would “have a significant positive impact on student learning and is in the best interests of students and families.” *Determination*, ¶ 10.

6. The State Board removed the District’s accreditation pursuant to § 22-11-207(4)(a), C.R.S. (2016), but stayed such removal on certain conditions, including:

- a. implementation of the Revised Pathways Proposal, including “implementation of all recommendations of Beyond Textbooks”; and
- b. development of a progress monitoring plan.

7. The Determination provided that “[i]n the event Adams 14 School District fails to implement its Management Plan or if, according to the 2018 performance frameworks, the District remains rated as Accredited with Priority Improvement or Turnaround, the State Board may take further actions as permitted by law.”

8. Likewise, the Determination directed that if Adams City High School receives ratings of Priority Improvement or Turnaround on the 2018 School Performance Frameworks, the Commissioner may assign the SRP to evaluate the school’s performance and make recommendations.

9. The Determination was not appealed.

Factual Findings

10. The District serves approximately 7,500 students just north of Denver. Compared to the state as a whole, the District has a higher percentage of economically disadvantaged students and English language learners. In 2016, nearly 90% of the District’s students identified as a racial or ethnic minority (compared to 45% statewide) and 85% qualified for free or reduced-price lunch (compared to 42% statewide). The majority of the District’s students—53%—are English learners, compared to 17% of students statewide. As of 2016, the District

has a dropout rate of 8.2%, more than triple the statewide rate of 2.3%. The District's graduation rates are consistently ten points lower than the state as a whole.

11. The District has failed to produce adequate educational results for this vulnerable population. It has been among the lowest-performing school districts in Colorado for as long as reliable data has been collected. In the 2017 school performance frameworks, six of the District's seven elementary schools were received Priority Improvement or Turnaround plan types, as did the District's only general high school. Although the preliminary 2018 performance frameworks show progress, the District and Adams City High School are now in Year 8 on the Accountability Clock, and three elementary schools remain accredited as Priority Improvement or Turnaround status, along with the district's alternative education campus high school.

12. Nearly 30% of the school-age students who reside within the District use a choice mechanism to enroll in public schools of another district or of the Colorado Charter School Institute. Further, the District has staff turnover rates substantially above the state average; for principals, turnover is often more than double the state average.

13. The District has received several grants and additional supports to address its needs. In recent years:

a. The District received a federally funded 21st Century Community Learning Centers grant of \$1,620,000, which supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for students who attend high-poverty and low-performing schools, and their families;

b. The District participated in the federally funded Colorado Graduation Pathways program (receiving \$291,738), which concentrates on the development of sustainable, replicable models for dropout prevention and student re-engagement; improvement of interim indicators known to affect dropout and graduation rates; and increase of graduation rates in Colorado's highest need schools;

c. The District received a \$100,000 Connect for Success grant, which provides opportunities for school leaders to network with and learn from high achieving schools;

d. The District participated in the State's Cultural Responsiveness Training, which focuses on acquiring common language and common understanding on a district-wide culturally responsive approach to meeting the needs of all students;

e. The District received a \$100,000 Data Used for Improved Results grant, which funds activities that support increased use of data to adjust and improve instruction;

f. The District was awarded federally funded Diagnostic Review grants (for \$378,987 in three different years), funding external diagnostic assessments, analyses and facilitations of results for targeted schools;

g. The District participated in READING Foundations Academy, a State program providing training focused on explicit and systematic Tier 1 instruction in reading with an emphasis on foundational reading skills based in the State content standards;

h. The District received a \$192,214 Improvement Support Partnership grant, funding a focused approach to improvement in facilitated data analysis and action planning;

i. The District received a \$97,859 federally supported Pathways Early Action Grant, which funds efforts to explore, identify, and plan pathway options for exiting the Accountability Clock;

j. The District received \$303,512 in School Improvement Support Grants, which fund strategies identified by the District's own Unified Improvement Plan (developed in consultation with the State);

k. The District received a \$5,000 State Personnel Development Grant, which supports planning and implementation of a Multi-Tiered System of Supports (an industry-standard approach to identifying and serving students with extra needs);

l. The District received \$2,396,140 in federally funded Tiered Intervention Grants, which pay for implementation of federally prescribed intervention models for academic achievement at chronically low performing schools;

m. The District received federally funded Mathematics and Science Partnership grant of \$635,497, which funds partnerships with faculty from the science, technology, engineering, and/or mathematics (STEM) departments in institutions of higher education; and

n. The District received the School Turnaround Leaders Development grant of \$205,055, working with University of Virginia's School Turnaround Specialist Program to support systemic transformation through a better understanding and planning for change leadership, data-driven instruction, strategic staffing, school culture, and building the political will to make needed changes.

o. The foregoing grants, programs, and supports totaled at least an additional \$6,326,002 in additional State and federal funds over five fiscal years. The District received another \$115,000 in such funds in 2017-18. These targeted grants—designed to support improvement efforts for schools and districts with sustained performance failures—are in addition to the ordinary State share of funding and at-risk pupil adjustments paid through the Public School Finance Act, as well as the formulaic federal Title I funds.

14. Since the June 16, 2017, Determination, the District's accreditation history has been as follows:

- a. 2017 – Priority Improvement; and
- b. 2018 (Preliminary) – Priority Improvement.

Adams City High School has received school performance ratings as follows:

- a. 2017 – Turnaround – Decreased due to participation; and
- b. 2018 (Preliminary) – Priority Improvement.

Both the District and Adams City High School decreased in points earned on performance frameworks between 2017 and 2018. Despite additional funding, technical assistance, and other supports over the past eight years, and despite the District's relationship with Beyond Textbooks, the District remains in the 1st percentile on the district performance frameworks. Likewise, Adams City High School is at the 10th percentile on school performance frameworks among Colorado public high schools (excluding alternative education campuses).

15. Based on the Determination and on the district and school performance frameworks, the Commissioner assigned the SRP to conduct an updated evaluation and make updated recommendations. On October 10, 2018, the SRP issued its report.

16. For the District, the SRP recommended “management by a private or public entity other than the district,” with “a continued partnership with Beyond Textbooks.” In coming to this recommendation, the SRP considered the six factors required by § 22-11-209(2)(b), C.R.S.

a. The SRP rated the District as “not effective”—the lowest rating—on whether “leadership is adequate to implement change to improve results.”

b. The SRP rated the District as “developing”—the second-lowest rating—on whether “infrastructure is adequate to support school/district improvement.”

c. The SRP also rated the District as “developing” on “readiness and apparent capacity of personnel to plan effectively and lead the implementation of appropriate action to improve student academic performance.”

d. The SRP also rated the District as “developing” on “readiness and apparent capacity to engage productively with, and benefit from, the assistance provided by an external partner.”

e. The SRP also rated the District as “developing” on “likelihood of positive returns on State investments of assistance and support to improve the performance within the current management structure and staffing.”

f. The SRP rated the District as “Yes”—a binary rating—on “[t]he necessity that the district remain in operation to serve students.”

17. The SRP questioned the capacity of the District’s current leadership to create needed change without state intervention. Among other things, the SRP found a “lack of evidence indicating that district leadership has the capacity to act as a change agent” and “a clear lack of leadership and infrastructure at the district level to support improvement efforts.” The SRP concluded that the arrangement the Board approved in 2017 was unlikely to be sufficient, that Beyond Textbooks “does not have a strong plan of accountability to ensure the district is implementing the plan effectively,” and “all stakeholders reported that [Beyond Textbooks] was not enough to help the district” improve.

18. Based on the foregoing findings, the SRP recommended external management, noting that it “feels strongly that this entity must provide true management – not a partnership – and that it must provide clear direction and oversight of the district.”

19. For Adams City High School, the SRP recommended “management by another private or public entity other than the district, in addition to the external management partnership currently in place.” In coming to this recommendation, the SRP considered the six statutory factors required by § 22-11-210(4)(a)-(f). For the first five factors—whether leadership is adequate to implement needed change; whether infrastructure is adequate to support improvement; readiness and capacity of personnel to plan and implement appropriate action; readiness and capacity to engage with external partners; and likelihood of positive returns on State investment—the SRP gave the school the second-lowest rating available, “developing.” For the final factor, the SRP concluded that the school needs to remain open.

20. CDE’s progress-monitoring findings were consistent with the SRP. At the District level, CDE concluded that “the current external management plan is not enough on its own to set the district on a path to rapid turnaround and improved student outcomes.” At Adams City High School, CDE concluded that, “the current turnaround plan on its own may not be strong enough to rapidly improve student outcomes.”

21. The District's self-evaluation (entitled "Moving Forward") concurred in many of the SRP's and CDE's findings and recommendations. The District concluded that it "must continue to work towards dramatic improvement in the internal and external culture," and that it "needs deeper and more comprehensive improvements in its instructional practices." It acknowledged that external management partners were "necessary" to overcome these issues.

22. The District proposed that—as compared to the 2017 Determination—it "grant even more authority to new external management partners." It recommended a "new District-level external management partner empowered to give directives to the Superintendent," as well as "to make recommendations to the Board of Education on all matters within its governance of the district." The District proposed similar authority for a new external management partner for Adams City High School.

23. At the hearing, the District repeatedly recognized that it is "behind" in "creating systems" and "needs help." It explained that it envisions an external management partner that directs the Superintendent's performance of his duties. The District represented that it would agree to a contract under which the District's board of education a) was obligated to consider, and presumptively accept, recommendations by the external management partner; and b) delegated to an external management partner full authority over matters other than the hiring and firing of personnel.

24. As part of its revised process for accountability actions, the State Board accepted and considered public comment. The Board received written comment which included approximately 155 emails, 27 letters, and about 376 postcards from parents, teachers (both within the District and from across the state), other District employees, locally elected officials, former employees, former students, non-profit organizations focused on improving education outcomes in Colorado, and two organizations interested in supporting the District. Although the comments were diverse, several consistent themes emerged:

a. Many respondents expressed the need for drastic change to see improvements for students. Many supported full, external management as a beneficial pathway. Some requested that the

management partner be a public entity, with some suggestions around using the community school model.

b. Another theme was the need to engage stakeholders (parents, teachers, community members), and there were some specific comments that stakeholders besides District staff and board be involved in the selection process for the management operator.

c. Parents communicated a concern for the quality of education that their children are receiving, and teachers urged the State Board to refrain from converting any schools to charters. Finally, a segment of the comments focused on language instruction and the value of biliteracy.

Legal Conclusions

25. Under the previous Determination as well as under the Accountability Act, the State Board may take further actions based on the District's and Adams City High School's continued status as Accredited with Priority Improvement or Turnaround.

26. Section 22-11-209, C.R.S. authorizes the State Board to take any one of a number of actions, including:

a. That the District be reorganized pursuant to article 30 of title 22, C.R.S.;

b. That a public or private entity, with the agreement of the school District, serve as a lead partner in the management of the District or partially or wholly manage one or more its schools;

c. That one or more of the District's schools be converted to a charter school;

d. That one or more of the District's schools be granted status as an innovation school or that a group of schools be recognized as an innovation zone; or

e. That one or more of the District schools be closed.

27. Specific to Adams City High School, § 22-11-210, C.R.S. authorizes the State Board to take any one of a number of actions, including:

- a. That the school be managed by a private or public entity other than the District;
- b. That the school be converted to a charter school;
- c. That the school be granted status as an innovation school pursuant to § 22-32.5-104; or
- d. That the school be closed.

28. Pursuant to §§ 22-11-209(3.5) and 22-11-210(5.5), C.R.S., the State Board has considered the statutory criteria in §§ 22-11-209(2)(b) and 22-11-210(4), the recommendations of the SRP, the District's submissions, the actions that the District was previously directed to take, the fidelity with which the District has implemented the directed actions, and whether the amount of time that the District has had to implement the actions is reasonably sufficient to achieve results.

ORDER

WHEREFORE, the State Board hereby orders extending the stay of the removal of the District's accreditation conditioned on the following:

A. Within 90 days of this Order, the District's board of education shall use an appropriate selection process to identify a public or private entity who will serve as Lead Partner with the local board, in the management of the District and shall submit appropriate information regarding its proposed partner to the State Board for review and approval. At each step its selection process, the local board shall confer with CDE to ensure that:

- 1. the scope of work for which proposals are solicited aligns to this order;
- 2. the public or private entity selected uses research-based strategies and has a proven track record of success working with school districts and schools in systemic improvement and turnaround work;

3. said process includes steps reflecting the engagement of community stakeholders;
4. the selected private or public entity is qualified and willing to fulfill the duties and powers identified in the scope of work and in this Order; and
5. the selected private or public entity is qualified and willing to fulfill the duties imposed by the U.S. Department of Education's Office of Civil Rights pursuant to resolution agreements in effect with the District, as well as any other state or federal compliance issues.

The State Board shall vote to approve the selected management partner based on these factors. In the event the State Board does not approve the local board's selected management partner, it shall specify the factor(s) above that was (or were) not satisfied. The local board then shall have 14 days to propose another management partner that was identified in its selection process, which the State Board shall vote to approve based on the above factors within the following 14 days. In the event that the State Board does not approve the local board's second selected management partner, the State Board and the local board will work cooperatively to ensure prompt selection of a satisfactory management partner consistent with this Order or the State Board will take other actions as permitted by law.

B. Within 30 days of State Board approval of the selected management entity, the local board shall execute a contract authorizing the selected and approved entity to administer the affairs and programs of the District commencing no later than July 1, 2019, and continuing for a term of not less than four years (48 months). In the contract, the local board shall specifically delegate to the management entity all formal decision-making authority, subject only to the limitations mandated by the Colorado Constitution and statute. The management entity shall serve as Lead Partner with the local board, responsible for operating the District. The Lead Partner's duties and powers shall include but not be limited to the following:

1. implementing an instructional program, including developing/recommending curriculum, assessment systems, scheduling, and professional development;
2. recruiting and retaining personnel, including responsibilities formerly entrusted to the superintendent, such as: teacher and administrator placement, transfer, and evaluation; recommending to the local board the non-renewal or renewal of employment contracts, action on at-will employees, and action on the superintendent's contract; and employee group negotiations;
3. recruiting and recommending to the local board management operators needed for individual schools, as well as any services providers needed to support particular programs;
4. recommending to the local board needed changes to the District's collective bargaining agreement ahead of each annual process for amending said agreement;
5. evaluating district policies and recommending amendments, revisions, or deletions to the local board;
6. ensuring operational excellence, coordinating community engagement efforts, supporting local governance training, and, ultimately, driving substantive school and District improvement;
7. determining whether to continue provisions of the Revised Pathways Proposal from 2017, including but not limited to the District's partnership with Beyond Textbooks; and
8. such other and further authority as the Lead Partner reasonably needs to create systemic improvement in teaching and learning.

C. Within the 30 day period following State Board approval of the selected management entity (or entities), the local board shall provide a copy of the contract to the Commissioner or her designee, who shall advise the State Board in the event that the contract fails to satisfy the terms of this Order.

D. The State Board understands that the contract may require a provision allowing the local board to terminate the relationship for good cause shown. In the event the local board believes it should terminate its contract with the manager, it must advise the State Board and seek appropriate amendments to this Order, consistent with the State Board's authority under the Accountability Act.

E. For those actions requiring formal action by the local board, the local board shall give due consideration to the recommendations of the Lead Partner and shall not unreasonably withhold its approval. If the local board rejects the Lead Partner's recommendation, it shall issue a reasoned, written explanation for its action in the form of a board resolution and shall provide CDE with a copy of said resolution within 14 calendar days of board action. Unreasonable rejection of the Lead Partner's recommendations, or a pattern or practice of rejecting the Lead Partner's reasonable recommendations, may constitute evidence of noncompliance with this Order.

F. The Board takes no formal action regarding Adams City High School at this time, pending input from the Lead Partner. No later than September 1, 2019, the Lead Partner shall submit a report to the local board and the State Board regarding possible further actions for Adams City High School, including management by an additional external entity, conversion to a charter school, or recommendation for innovation status.

G. In the event that the local board fails to faithfully and timely comply with this Order, the State Board will promptly reconvene to consider whether the stay of the removal of the District's accreditation should be lifted—thereby triggering reorganization of the District—and may take further actions as permitted by law, including conversion of Adams City High School and other District schools to charter schools.

H. The District and Adams City High School will remain subject to ongoing performance monitoring under §§ 22-11-209(3.5) and 22-11-210(5.5). CDE staff shall continue monitoring implementation of this Order, including by making regular and, when necessary in CDE's sole discretion, unannounced site visits. For so long as this Order remains in effect, the local board shall allow the Commissioner's designee to report on implementation and progress monitoring on a quarterly basis, at the local board's regular meetings.

I. In the event the District improves its performance to an accreditation category of Improvement or higher for two or more consecutive years, or based on the recommendation of the State Review Panel as part of statutory monitoring, or for other good cause shown, the District may apply to the State Board for a modification of this Order, including transitioning certain operational authority back to the local board from its contractual Lead Partner or accommodating modification of the management partner contract.

Dated this 27th day of November, 2018.



Dr. Angelika Schroeder, Chair
Colorado State Board of Education

CERTIFICATION OF MAILING

I hereby certify that I have provided a true and correct copy of the foregoing **ORDER** this 27th day of November, 2018, via e-mail addressed to the following parties:

Connie Quintana
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cquintan@adams14.org

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Director of State Board Relations



2018 State Review Panel Progress Monitoring Recommendation Form

School/code & District/code:	Adams County 14/0030	DATE FILED: June 12, 2019 4:58 PM FILING ID: DD521A5CBE935 CASE NUMBER: 2019CV32304
State Review Panelists:	Tacy Killingworth, Starla Pearson, Amy Weed, Andy Franko	
Recommendation Meeting Date:	October 11, 2018	
Current State-directed Action: Management by a private or public entity other than the district.		
Panel's 2018 Recommendation:		
The State Review Panel recommends management by a private or public entity other than the district for Adams 14 School District, in addition to a continued partnership with Beyond Textbooks based on an analysis of compiled data and documentation, as well as a site visit conducted October 4-5, 2018.		
Evidence and Rationale:		
<p>The State Review Panel recommends continuing the partnership with Beyond Textbooks, along with the addition of management by a private or public entity to provide clear direction and oversight. There is lack of evidence indicating that district leadership has the capacity to act as a change agent to drive dramatic achievement gains. District leadership continues to have high turnover, and there is limited evidence to indicate that the current leadership team has created a sense of urgency or that they have developed a strategic plan to lead change that will result in improved student outcomes. The current cabinet-level leaders are showing some signs of increased awareness around the need for dramatic change; however, it is clear they need the support and guidance of strong leadership to make the necessary changes to facilitate increased achievement. The district is in year eight on the State accountability clock. Achievement data show that students continue to perform well below State expectations in both achievement and growth. According to the five areas outlined in the Education Accountability Act, the district is rated <i>Developing</i> in all areas except for leadership being adequate, which is rated as <i>Not Effective</i>.</p> <p>The previous State Board-directed action for Adams 14 was management by a private or public entity other than the district. The district chose Beyond Textbooks (BT) as a partner and developed a Revised Pathways Proposal dated June 6, 2017 in which the State Board approved and mandated implementation of the plan. In addition, the State Board directed the district to develop a progress monitoring plan that must be submitted to the Colorado Department of Education no later than August 15, 2017, and to submit local data at least quarterly to allow the Department to assess if the implementation is on track according to the submitted progress monitoring plan. A review of district documents revealed that Adams 14 has a District Progress Monitoring Tool 2018-19; however, there is no evidence to show the district is using the data collected to monitor progress of student performance or improvements to instruction. Although the partnership with BT is serving a purpose by providing a foundation for instruction focused on curriculum, assessment, and intervention, there has not been a formal program evaluation to determine true effectiveness of the partnership. BT does not have a strong plan of accountability to ensure the district is implementing the plan effectively. BT representatives have indicated that they view themselves as a partner with the district, rather than an external manager. During the site visit, all stakeholders reported that BT was not enough to help the district move out of Priority Improvement. Both a document review and a site visit revealed that there is a clear lack of leadership and infrastructure at the district level to support improvement efforts. Also, the district and community do not have a shared vision or belief around what the district needs to move forward.</p>		



Because a review of documents and evidence from the site visit indicates some traction in improving instruction, the State Review Panel (SRP) team is recommending the continuation of the partnership with BT to help provide some consistency in supporting teachers in providing quality instruction. Termination of this partnership might cause anxiety and frustration among staff; it would contribute to the past experiences of constant change and turmoil.

In recommending the addition of a management by a private or public entity, it is important to note that the SRP team feels strongly that this entity must provide true management – not a partnership – and that it must provide clear direction and oversight of the district. In addition, it will be essential that the Colorado Department of Education has close communication to help create urgency and to ensure high accountability. Adams 14 needs a management entity that will:

- Understand and support the continuation of the partnership with BT and help develop a strong academic program infrastructure;
- Identify and document concerns and areas of focus and be clear with the district around expectations for implementation of turnaround strategies;
- Establish and develop a district leadership team that can implement and monitor effectiveness of the turnaround strategies;
- Develop organizational structures and a clear leadership model at the district and school levels;
- Be attentive to the culture and climate and establish strong community engagement;
- Establish processes and procedures to hire and retain quality staff;
- Establish clear communication structures that will enhance a shared vision toward common goals; and
- Focus on developing the capacity of the staff and not just bringing in programs.

The State Review Panel does not recommend innovation district status. The district has neither adequate leadership capacity nor the infrastructure to support innovation. District leadership has not shown evidence of being able to lead dramatic change and, during the site visit, leadership reported lack of experience with innovation. Change to innovation status would require consent from the Adams 14 community. As evidenced by a document review and site visit, the district does not have a shared vision, and stakeholders are divided in their beliefs around what is best for the district. In addition, the continued turnover in staff, from teachers to leaders, would make it difficult to develop, implement, and maintain quality innovation status. Although changing to innovation status might increase the district's ability to recruit teachers and leaders, it is unclear that this benefit is understood by leadership and that leadership has the capacity to manage the transition and leverage the benefit. Adams 14 requires a common vision with stability and consistency. The introduction of initiatives would have a negative impact on staff and community morale and buy-in.

The State Review Panel does not recommend conversion of one or more schools to a charter school. The district does not have the capacity to support the conversion process and converting one or two schools to a charter would not address the systemic need of the district to support multiple schools that are on Priority Improvement Status. The district's lack of leadership capacity would impact its ability to effectively manage the authorization of a charter. District representatives have clearly expressed that they are not interested in a charter status. Although a charter would provide options for students, which parents and community members have expressed they would like, the lack of consistency in leadership would make it challenging to adequately plan, implement, and support a charter with fidelity. The SRP team did consider possibilities that included the idea that a charter entity with a strong history of performance could help improve the achievement for some students. Also, a slow launch of charter schools beginning with the lowest-performing schools might be a way to see if there is a management partner that could support the



district in this process.

The State Review Panel does not recommend closure of one or more district schools. Closing a school will not make an impact on overall district performance. Because seven of the eleven schools are on Improvement or Priority Improvement Status, there are no other viable options or choices for students that will lead to better outcomes. In addition, there is likely not the physical space to support closure of one or more schools. A review by the SRP in 2015 noted schools at that point were already 6% above capacity.

The State Review Panel does not recommend district reorganization. The SRP gave serious consideration to this option, but because district reorganization procedures are less clear, and due to the significant lack of leadership capacity and infrastructure, it was determined that a district reorganization would require management by an outside partner, which ultimately led to the team's recommendation. There is also concern that with district reorganization, there would not be clear direction and oversight – thus, a continuation of lack of defined roles and responsibilities for the Board of Education and district leaders. In addition, the current leadership team has not proven they are able to lead dramatic change. Although there is a clear need for some reorganization, the SRP strongly believes that Adams 14 would need the clear direction and oversight from an external management entity to support this reorganization. The continued turnover in leadership and the challenge of recruiting people to work in Adams 14 could also impact the ability to effectively reorganize the district in a way to facilitate positive outcomes for students.

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

Purpose: The State Review Panel (SRP, or the Panel) was created by the Accountability Act of 2009 to provide a critical evaluation of the State's lowest-performing schools' and districts' plans for dramatic action and provide recommendations to the Commissioner and the State Board of Education. The Panel's work is informed by a review of documents (e.g., Unified Improvement Plan) and, in some cases, by a site visit. The site visit component was added in 2013 to strengthen panelists' understanding of the conditions in the schools and districts that are further along on the accountability clock. For schools and districts that continue to remain on the accountability clock, the SRP will conduct an additional progress monitoring site visit that will be used to assess the actions the school or district was previously directed to take, the fidelity to which the district has implemented directed actions, and the amount of time the district has had to implement the actions to achieve results. The expectation is the site visit will inform their recommendations to the Commissioner and the State Board of Education about potential actions at the end of the accountability clock.

Prior to arriving on site, panelists conducted a document review aligned to the six key areas in the Accountability Act. On site at the district, the site visit team used evidence collected through focus groups, interviews, and document review to come to consensus on capacity levels in relation to the six key areas. This report presents the district's capacity levels in relation to the six key areas and a summary of evidence for each.

Reviewer Name(s): Starla Pearson, Amy Weed, Andy Franko, Tacy Killingworth

Date: 10/10/18

District Name/Code: Adams County 14/0030

SRP Progress Monitoring Site Visit Summary	Capacity Level:
1. The leadership is adequate to implement change to improve results.	Not Effective
2. The infrastructure is adequate to support school/district improvement.	Developing
3. There is readiness and apparent capacity of personnel to plan effectively and lead the implementation of appropriate action to improve student academic performance.	Developing
4. There is readiness and apparent capacity to engage productively with, and benefit from, the assistance provided by an external partner.	Developing
5. There is likelihood of positive returns on State investments of assistance and support to improve the performance within the current management structure and staffing.	Developing
6. There is necessity that the district remain in operation to serve students.	Yes

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

SRP Evaluation based on Progress Monitoring Site Visit

State Review Panel Criteria		Claims & Evidence
1. The leadership is adequate to implement change to improve results.		Capacity Level: <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input type="checkbox"/> Developing <input checked="" type="checkbox"/> Not Effective
1.1: Leadership acts as a change agent to drive dramatic achievement gains.	<ul style="list-style-type: none"> Leadership communicates a relentless commitment to the district turnaround. Leadership makes data-driven changes to the academic program and organization to promote dramatic achievement gains. Leadership conveys clear expectations for performance for all stakeholders, including district staff, school leadership, teachers, district accountability committee, parents, and community members. 	<p>Constant changes in district-level and building-level leadership has contributed to a lack of urgency and inability to drive dramatic achievement gains.</p> <ul style="list-style-type: none"> District leadership stated that there has been a restructuring at the district level to address specific needs of both elementary and secondary schools. However, through multiple focus group discussions, there was no evidence to support that there is a strategic plan to lead dramatic change that will lead to increased student achievement. Although leadership developed a partnership with Beyond Textbooks (BT) a little over a year ago, district leadership was unable to provide evidence that revisions or new work has been adopted to strengthen this partnership. As reported by teachers, schools not involved with the BT partnership were able to choose strategies that worked in their school and were not required to follow the BT requirements. District and school leaders, teachers, and community members reported that both district-level leadership and school leadership turnover has been high from year-to-year, thus causing a lack of consistency to lead change. Teachers reported that in buildings in which overall leadership is strong, those leaders are leading instructional change. In addition, teachers indicated that district-level leadership changes have had a negative impact in the district, but when school leadership is strong, the work continues at the building level.
1.2: Leadership establishes clear, targeted and measurable goals designed to promote student performance.	<ul style="list-style-type: none"> Leadership communicates clear and focused goals that are understood by all district and school personnel. District and school staff understand their responsibilities for achieving goals. Leadership maintains district-wide focus on achieving established goals. Leadership allocates resources in alignment with goals and critical needs. Leadership has established systems to measure and report interim results toward goals. 	
1.3: Leadership analyzes data to identify and address high priority challenges, and to adjust implementation of the action plan.	<ul style="list-style-type: none"> Leadership communicates data trends and issues, ensures timely access to data, and models and facilitates data use. Leadership openly shares results and holds staff accountable for results and effective use of data. Leadership first concentrates on a limited number of priorities to achieve early, visible wins. There is regular progress monitoring of performance and implementation data and, as appropriate, results lead to elimination of tactics that do not work. Benchmarks are used to assess progress toward goals; goals are adjusted as progress is made. Data on progress toward goals drives organizational and instructional decision making 	
1.4: Leadership establishes high expectations for student learning and behavior.	<ul style="list-style-type: none"> The district holds high expectations for academic learning. Educators set high expectations for learning and clearly convey these to students. Educators convey that students are responsible for raising their performance and encourage their participation in learning. The district provides a safe environment to support students' learning and, in the case of a virtual school, ensures that students' 	

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

	<p>interactions between and among themselves and school staff are respectful and supportive.</p> <ul style="list-style-type: none"> Leadership ensures that the school's physical environment is clean, orderly, and safe. 	<ul style="list-style-type: none"> Although all focus groups have acknowledged gaps in the turnaround efforts, there is little evidence that indicates there is an urgency to take action to lead dramatic change to address these gaps. In addition, it was often reported that "everything is new," thus making it hard to start the work to lead change that will result in increased student achievement. <p>District stakeholders do not articulate clear, targeted, and measurable goals to drive improvement and increase student achievement.</p> <ul style="list-style-type: none"> When asked, focus groups were unable to cite the State Board's turnaround directive for the district. Rather, they stated that the district was directed by the State Board to improve in areas such as school culture, test scores, and post-secondary readiness. Additionally, focus groups did not articulate specific and measurable district goals. In the review of district documents, goals are established in documents such as the Unified Improvement Plan (UIP) and the Adams 14 District Progress Monitoring Tool 2018-19. However, when asked in focus groups, specific measurable goals were not articulated. Most cited responses to what the district goals were including, to "get off of turnaround status" or to "change the School Performance Framework (SPF) rating." District leadership was unable to describe a succinct plan of action that was being used to achieve district goals. Most often, leaders referenced the partnership with BT and gave general actions such as monthly walkthroughs at each building and meetings between district leaders and BT representatives. District leadership stated that there is use of data indicators that drive conversations at the district office level with the instructional team; however, it was unclear what these data indicators included.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<p>It was stated that the district instructional team then works down to the building level to address concerns with school leaders.</p> <ul style="list-style-type: none"> Teacher focus groups reported, and it was confirmed by school and district leaders, that there is a progress monitoring tool provided to each school to track progress in various areas, such as Colorado Measure of Academic Success (CMAS) literacy achievement, student attendance, teacher attendance, and Dynamic Indicators of Basic Early Literacy Skills (DIBELS). District leaders were unable to describe what specific student assessment outcomes meet desired expectations, nor were they able to define desired expectations. District leaders reported program evaluation is something that needs improvement. <p>Leadership is beginning to establish high expectations for student learning and behavior.</p> <ul style="list-style-type: none"> When asked, there were inconsistent responses about how teachers set high expectations and use data to realize student learning. For instance, some teachers were able to clearly identify academic goals and how they monitor progress toward those goals, yet not all teachers indicated this level of goal-setting and monitoring. Parents reported that they believe there are some high expectations being set for students, but that it depends on the school leadership. Some school leaders reported that the district has expectations for them that included conducting data team meetings twice a month and consistent Professional Learning Communities (PLCs) at the secondary level.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<ul style="list-style-type: none"> • Some community members reported low expectations for students' achievement and for attendance, and that school staff are not holding students accountable to high expectations for behavior, learning, or attendance. • Some district leaders reported an effort to shift the mindset from focusing only on growth to increasing student achievement and proficiency. • District leaders and school leaders reported that implementation of BT has begun to increase the rigor of instruction in some classrooms. For example, both district and school leaders reported seeing more teachers using higher-level questioning with students. • When asked, parents stated they believe certain schools are safe, but the level of the school (i.e., elementary, middle, high) and leadership of the school characterize the level of cleanliness, order, and safety. • A review of the Adams City Youth Initiative (ACYI) Survey showed that 62% of high school student respondents say they disagree that students tell teachers when other students are being bullied. In addition, 43% of middle school student respondents say they disagree that students tell teachers when other students are being bullied. • Although the district document for the 2018-19 Professional Development Plan indicated that a 2-day Positive Behavior Intervention and Supports (PBIS) training occurred in July 2018 and a 5-year plan for Kagan program implementation and Responsive Classrooms existed, focus groups did not identify how specific behavior expectations for students in schools are developed and enforced.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

SRP Evaluation based on Progress Monitoring Site Visit

State Review Panel Criteria		Claims & Evidence
2. The infrastructure is adequate to support school/district improvement.		Capacity Level: <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input checked="" type="checkbox"/> Developing <input type="checkbox"/> Not Effective
2.1: The district leads intentional, strategic efforts to ensure the effectiveness of the academic program and the sustainability of the organization.	<ul style="list-style-type: none"> Leadership ensures ongoing development for emerging and current school leaders with a focus on building leadership capacity to lead turnaround efforts and sustain improvement. Leadership provides adequate oversight in schools' work to deliver the curriculum, monitors instruction on a regular basis, and provides adequate support and feedback to principals to improve instruction. The district provides adequate systems by which to capture and store data, report it to schools, and make it accessible for instructional staff to utilize. 	<p>The district is beginning to lead intentional, strategic efforts to ensure the effectiveness of the academic program and the sustainability of the organization.</p> <ul style="list-style-type: none"> While the district has outlined targets in the UIP, has identified progress monitoring tools for students' academic performance, and has outlined some strategies that can be used to improve student performance, district and school leaders were not able to consistently articulate the documented targets, tools, and strategies to guide the direction of the academic program. District focus groups stated that the academic program focuses on the implementation of BT and Schools Cubed and that schools, (except the three original schools designated in the BT partnership) are able to opt into BT. In addition, some teachers reported that departments are using the BT framework to create their own frameworks to support students. District leaders stated that the curriculum and instruction department is newly-formed and reorganized this year and is just beginning to create some systems and structures to support teaching and learning. For example, principal and assistant principal meetings are now being held monthly, progress monitoring indicators are being identified, and increased district walkthroughs are occurring more consistently. Both teachers and district leadership reported that classroom walkthroughs occurred once a month at BT schools and that a common classroom walkthrough form is used to gather data on
2.2: District leadership has a strong focus on recruiting and retaining talent; creates and implements systems to select, develop, and retain effective leaders, teachers, and staff who can drive dramatic student gains; evaluates all staff; and dismisses those who do not meet professional standards and expectations.	<ul style="list-style-type: none"> Leadership has created and/or implemented an organizational and staffing structure that will drive dramatic student gains. Leadership recruits and hires leaders, teachers, and staff members with commitment to, and competence in, the district's philosophy, design, and instructional framework (e.g., trained and experienced with curriculum, certified/licensed to teach, qualified to teach subject area). Leadership ensures the evaluation of all staff, and dismisses those who do not meet professional standards and expectations. Leadership provides leaders, teachers, and staff members with active, intense, and sustained professional development (PD), including guidance on data analysis and instructional practice, aligned to school improvement efforts. <ul style="list-style-type: none"> PD is informed by ongoing analysis of student performance, instructional data, and educators' learning needs. PD requires leaders, teachers, and staff members to demonstrate their learned competency in a tangible and assessable way. PD engages leaders, teachers, and staff members in active learning (e.g., leading instruction, discussing with colleagues, observing others, developing assessments), and provides follow-up sessions/ongoing support for teachers' continued learning. The quality of professional development delivery is regularly monitored, evaluated, and improved. 	
2.3: District leadership ensures that the district has sound financial and	<ul style="list-style-type: none"> District leadership ensures that the organizational structure supports essential district and school functions, and that roles and responsibilities of all individuals at the school are clear. District leadership has established effective means of communicating with district and school staff. 	

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

<p>operational systems and processes.</p>	<ul style="list-style-type: none"> • District leadership ensures that all compliance requirements and deadlines set by the State are met, including the submission of school improvement plans, financial statements, school audit, calendar, and student attendance. • District leadership effectively manages the budget and cash flow, and there is a plan for long-term financial sustainability. • District leadership effectively manages operations (e.g., food services, transportation, school facilities). 	<p>implementation of the expectations. Additionally, each walkthrough visit is followed by a debrief with school leaders regarding strengths and recommendations and, also, a debrief with district personnel is conducted.</p>
<p>2.4: Leaders provide effective instructional leadership.</p>	<ul style="list-style-type: none"> • District leaders ensure that schools implement a coherent, comprehensive, and aligned curriculum. <ul style="list-style-type: none"> ○ District leaders ensure that schools' curriculum, instruction, and assessments are aligned with State standards, with each other, and coordinated both within & across grade levels. ○ District leaders ensure that instructional materials are selected and/or developed in accordance with a district-wide instructional framework and aligned with established curriculum standards. ○ District leaders ensure the curriculum is periodically reviewed and revisions are made accordingly. • The district ensures that school leaders provide meaningful feedback on teachers' instructional planning and practice. <ul style="list-style-type: none"> ○ The district ensures that leaders regularly provide meaningful feedback on instructional planning. ○ The district ensures that leaders regularly observe instruction and provide meaningful, timely feedback that helps teachers improve their practice. • District leaders provide conditions that support school-wide data cultures. <ul style="list-style-type: none"> ○ Staff, school leaders, and teachers have easy access to varied, current, and accurate student and instructional data. ○ Staff, school leaders, and teachers are provided time to collect, enter, query, analyze, and represent student data and use tools that help them act on results. ○ District leaders ensure that all staff, school leaders, and teachers receive professional development in data use (e.g., how to access, read, and interpret a range of data reports; frame questions for inquiry; analyze data, assessment literacy; use data tools and resources). 	<ul style="list-style-type: none"> • District leadership conveyed that the schools are able to use Illuminate as the platform to house common assessments and that it has the capability of disaggregating the data. However, it was reported due to the late set up of Illuminate, they have not yet used it effectively in this manner. <p>The district struggles to recruit and retain talent. The district is beginning to implement systems to select, develop, and retain effective leaders and teachers.</p> <ul style="list-style-type: none"> • Across focus groups, district and school leaders reported that staff (district, principal, and teacher) turnover is one of the district's biggest challenges. • School staff reported that teacher turnover often occurs because of leadership turnover (e.g., bringing initiatives into the building that they do not like, constant change). Some school staff reported having recently experienced a 95% staff turnover. • Community and parent members also described how the turnover has impacted a school's performance and the stability of the school environment. • Community group members questioned the strategy for selecting school leaders who are skilled in turnaround efforts. They indicated that they felt principals were selected in spite of what community and staff preferred. • District leadership stated that hiring school leaders is a challenging process. It was stated that principal candidates are informed that increased achievement and growth for students results within one-

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<p>to-two-years are expected. This creates some hesitation for future principal candidates to accept positions.</p> <ul style="list-style-type: none"> • District leadership shared that emerging leaders are developed through the RELAY fellowship. This was confirmed by teacher leaders. However, school leaders reported that the RELAY development is around procedures and technical leadership and not focused on building relationships. • In addition, district leaders stated that in an effort to retain school leaders, the district is holding monthly school leader meetings to help with communication and provide support, as well as the hiring of a coach to support school leaders. In focus groups, school leaders reported problem solving, reviewing data, and conducting classroom walkthroughs with the school leader coach. • District leaders reported that consistent hiring processes were being developed and that the district has developed a teacher and principal induction program but could not articulate the specifics of the programs. • A district focus group stated that the human resource department offers a bonus for "hard-to-staff" positions (i.e., math, science, special education teachers). • Teachers indicated that BT pacing guides calendars were provided three days before students arrived for the 2018-19 school year and that there were inconsistencies in how teachers were trained to implement the BT strategies. School leaders confirmed that BT training on implementation was inconsistent across the district. • Teachers indicated that more professional development (PD) has recently been provided to train staff on conducting "real" PLCs. However, teachers were unable to specifically address how PLCs or data discussions were being used to drive instruction.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<ul style="list-style-type: none"> District leaders reported the district is partnering with Regis University to support teachers to earn the certificate for Culturally Linguistic teachers. It was reported that the cost is shared and the district pays one-third, the partner pays one-third, and the teachers pays one third. <p>The district leaders are beginning to provide instructional leadership.</p> <ul style="list-style-type: none"> School leaders and teachers reported a variety of curricular resources used to support student learning. For example, it was stated that schools engaged with BT reported using BT resources in math and English language arts (ELA) as a curriculum and that non-BT schools were using Benchmark Literacy, which is a comprehensive Common Core Program K-6 to support literacy. However, teachers, district leaders, and BT representatives reported curriculum gaps to support phonics instruction across the district and that Schools Cubed was supporting efforts to address these gaps. School leaders and teachers reported that at the elementary level, grade-level teams conduct weekly data meetings, and at the secondary level, they conduct PLCs 3-to-4 times a week. However, the level of data analysis is reported to depend on school leadership guiding the process. District leaders stated that the district is using Illuminate to house common assessments; however, they were unable to articulate data trends for achievement and growth. Additionally, district leaders reported that the use of Illuminate is so new that they are not yet able to see data trends. Rather, they reported that they are able to view common formative assessments and interim assessments in the platform but have not collected results from these assessments.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<ul style="list-style-type: none"> Teachers stated that data are collected from internal formative assessments, normed assessments (STAR), and BT assessments. Some teachers stated that they use the data to help group students. However, they were unable to describe how these data are used in a collaborative manner with other teachers to drive instruction. District leaders and school leaders reported that district leaders visit all schools weekly for classroom walkthroughs, using a district-developed look-for document and that feedback on practices observed is shared with the school leader. Teachers, however, reported that district leaders come into their classrooms or into their schools and that they believe the district leaders are looking for specific elements. Also, teachers reported that they do not receive feedback on their instructional practice but wish that they would. When asked how school leaders are supported in being developed as instructional leaders, both district leaders and school leaders reported that a principal coach frequently visits their buildings to mentor, conduct classroom walkthroughs, look at data, and help problem solve potential issues. School leaders reported that they are provided verbal feedback during walkthrough visits and during the afternoon school leader meetings. In addition, school and district leaders stated that school leaders did not consistently receive formal evaluations and feedback the past two years.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

SRP Evaluation based on Progress Monitoring Site Visit

State Review Panel Criteria		Claims & Evidence
3. There is readiness and apparent capacity of personnel to plan effectively and lead the implementation of appropriate action to improve student academic performance.		Capacity Level: <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input checked="" type="checkbox"/> Developing <input type="checkbox"/> Not Effective
3.1: Educators' mindsets and beliefs reflect shared commitments to students' learning.	<ul style="list-style-type: none"> District personnel convey shared vision and values about teaching and learning and reference these to guide their instructional decision making. District personnel convey a shared commitment to the learning of all students in the district. District personnel convey that students' learning is a collective responsibility, regardless of their personal/home situations. District personnel convey that it is important not to give up on any students, even if it appears that they do not want to learn. District personnel convey commitment to, and hold each other accountable for, improvement goals and tasks. 	<p>Educators' mindsets and beliefs do not yet reflect shared commitments to students' learning.</p> <ul style="list-style-type: none"> District leaders reported that some adults in the district have not demonstrated a commitment to students, have not made students their top priority, and some come to the district with an agenda that is not focused on putting students first. They reported that in the recent past, the culture at the district level was a competitive environment in which you could not have transparent conversations; however, there is indication that the adult culture is showing improvement. In addition, community members stated that the biggest problem is the amount of politics within the district that has contributed to the competitive environment. It was stated that some people in leadership positions come in with their own personal agendas that do not always include what is best for kids. Teachers indicated there are inconsistencies in the instructional decision-making process. Some stated that many decisions are made at the building level, while others indicated that the district directs instructional decisions. District personnel stated that student learning is a top priority; Board members confirmed the same. Parents stated that the district discontinued parent/teacher conferences during the 2017-18 school year. When asked, parents stated the reason for cutting the conferences was to force building
3.2: The district has established conditions that support educators' learning culture.	<ul style="list-style-type: none"> Communications among all stakeholder groups are constructive, supportive, and respectful. Communications between leadership and district/school staff are fluid, frequent, and open. District leaders model and convey well-defined beliefs about teaching and learning, and convey value for innovation, learning from mistakes, and risk taking. District leaders participate in formal and informal professional learning, including their own leadership development about how to improve curriculum and instruction in a leadership context (i.e., high- or low-poverty; urban or rural district). 	
3.3: District personnel collaborate regularly to learn about effective instruction and students' progress.	<ul style="list-style-type: none"> District personnel meet frequently during regularly scheduled uninterrupted times to collaborate, establish improvement goals, and make data-informed instructional decisions. District personnel's collaborative meetings have a clear and persistent focus on improving student learning and achievement. District personnel describe sharing knowledge and expertise among colleagues as an essential collaborative activity for success. District staff and school leaders are willing to talk about their own practice, to actively pursue and accept feedback from colleagues, and to try new leadership strategies. <p>The district has created a performance-driven culture in which district staff, school leaders, and teachers effectively use data to make decisions about daily instruction/organization of students.</p>	

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

<p>3.4: The district engages the community and families in support of students' learning school improvement efforts.</p>	<ul style="list-style-type: none"> • The district includes parents/guardians in cultivating a culture of high expectations for students' learning and their consistent support of students' efforts. • The district invites family participation in district activities (e.g., volunteering in on committees; attendance at organizational meetings) and regularly solicits their input. • The district offers workshops and other opportunities for parents/guardians to learn about home practices that support student learning. • District personnel communicate with parents/guardians about instructional programs and overall student progress within the district. 	<p>level employees (i.e., teachers and administrators) to call home more often and communicate more regularly. Parents confirmed that conferences were reinstated for the 2018-19 school year.</p> <ul style="list-style-type: none"> • School leaders reported that teachers are committed to students. District leaders agreed that teachers care about students, but do not always know how to teach them. It was stated that teachers "...love our kids so much they have gone to the 'poor kids' mindset and sometimes forget to care about student learning." <p>The district is working to establish conditions that support educators' learning culture.</p> <ul style="list-style-type: none"> • When asked about the adult culture, district leaders reported that the culture and climate has been poor, and that there has been "adult drama," a lack of trust, and a toxic environment. District leaders attribute this to the high amount of turnover and the inconsistency in district leadership. However, district leaders reported that the adult culture is improving and trust is increasing. • School leaders reported that the adult climate in the district is improving. It was reported that the climate at the building level is leader dependent. Parents and community members confirmed that the building culture is dependent on the school leader. • Some staff indicated that the political climate has been a barrier to getting things done at times. • Both district and school leadership reported that principals attend monthly meetings and that these meetings are facilitated by the superintendent and district leadership. • District leaders, school leaders, and teachers reported that communications go from the district to principals and then to teachers. Teachers report that they typically receive
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<p>communication from their principals and that there is limited communication that comes directly from the district office.</p> <ul style="list-style-type: none"> • Parents reported that communication from elementary schools tends to be better than communication at the middle and high school level. In addition, they reported that it depends on the leader of the building. • Community members also reported a lack of communication from the district office around district and school events, as well as district and school progress and performance. • The 2018 Teaching and Learning Conditions in Colorado (TLCC) district survey results reported that only 40% of the staff feel there is an atmosphere of trust and mutual respect between district and school administrators. <p>The district leaders are beginning to collaborate regularly to learn about effective instruction and students' progress.</p> <ul style="list-style-type: none"> • The BT representative group stated that they convene following monthly BT school visits to debrief observation results and identify recommended next steps both at the school level and district level. • District leaders reported comparing results from weekly classroom walkthroughs. However, they did not indicate how those data points are used to change programming or make adjustments to district actions in support of instruction. • School leaders reported that they are beginning to collaborate more in principal meetings; however, this was not a focus last year. • District leaders reported that they are paying for teachers to have collaborative PLC time to analyze data. Some school leaders added that they are being intentional to try to provide this collaboration time during the school day.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

	<ul style="list-style-type: none"> Teacher focus groups reported that collaboration at schools is leader-dependent. Some teachers reported more intentional focus on data analysis to drive instructional practices and intervention groups. Other teachers reported that they do not have consistent collaboration time with their teams. <p>The district does not purposefully engage the community and families in support of students' learning.</p> <ul style="list-style-type: none"> The community reports that there is a district advisory council and school advisory councils and that there are family events at the schools, such as Donuts with Dads and Muffins with Moms. However, they stated that the district did not take into account parent availability when scheduling these meetings and events. They wonder if they occur as authentic ways to engage parents or as a requirement for the UIP process. The Board reported that the superintendent holds four forums a year to solicit input and to promote communication. These forums are held quarterly and meet both in the mornings and evenings to help accommodate schedules so that more people are able to attend. However, community members and parents reported that these forums have low attendance and, due to lack of attendance, are sometimes canceled. Parents stated that the district used to offer more workshops for parents, but then the workshops all started to become the same and parents stopped attending. In addition, parents reported that that when they are engaged, it is often because they are intentional about being present at district events and activities, not because the district has invited them.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<ul style="list-style-type: none"> • The Board spoke about requiring district and school leaders to attend events in the community, stating, “If they see you there, they will know you care.” • Some parents stated that some schools communicate the performance level of the school through banners inside and outside of the school and through social media; however, they reported this was leader-dependent. • When asked, most parents were not aware of the partnership with BT. However, a couple of parents were aware of the partnership and stated it was a waste of time and money, because when you look at the schools that are doing well they are not BT schools. • District leaders reported that there is a Parent University that is a 4-week class to support parents in how to support student learning. In addition, it was stated that there is a Support Team of Motivated Parents (S.T.O.M.P.) that work with students who are struggling academically in one-on-one or small group settings. • A review of district documents reveals that the district sends flyers out in English and Spanish for events, such as the science fair, math night, and events at the Denver Art Museum. • The community reported that one of the biggest issues across the district is that the lack of communication creates a culture of fear that leaves stakeholders uninformed and uncertain about whom to go to for information.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

SRP Evaluation based on Site Visit

State Review Panel Criteria		Claims & Evidence
4. There is readiness and apparent capacity to engage productively with, and benefit from, the assistance provided by an external partner.		Capacity Level: [] Highly Effective [] Effective [X] Developing [] Not Effective
4.1: The district collaborates effectively with existing external partners.	<ul style="list-style-type: none"> The district seeks expertise from external partners, as appropriate (i.e., for professional development, direct support for students). The district ensures that roles and responsibilities of existing partners are clear. There are designated district personnel to coordinate and manage partnerships. 	<p>The district collaborates with its existing management partner.</p> <ul style="list-style-type: none"> District and school leaders and teachers reported engaging with BT as the management partner. The BT contract with the district outlines specific roles and responsibilities of BT and the district; however, during focus groups with school and district leaders, these roles and responsibilities were not understood consistently. For example, the contract specifically states, “The BT administration team will oversee implementation of the instructional framework as the authority for determining quality implementation.” Yet some leaders reported that the recommendations were not mandatory to implement, and the BT representatives indicated they wanted to give schools autonomy. Both district and school leaders reported that the district has a BT liaison who meets with building level BT coordinators to support implementation of BT. Additionally, leaders noted there are two BT representatives who work with the district BT liaison to also support implementation. District leaders stated that the district started the partnership with three BT schools (Adams City High School, Rose Hill Elementary, and Central Elementary) and have had four schools join for the 2018-19 school year. District and school leaders, as well as teachers, reported that BT visits schools monthly and conducts classroom walkthroughs. After the site visits, there are two debrief sessions around strengths and
4.2: The district leverages existing partnerships to support of student learning.	<ul style="list-style-type: none"> The district maximizes existing partners’ efforts in support of improvement efforts. All externally provided professional development is aligned to improvement efforts. 	
4.3: Leadership is responsive to feedback.	<ul style="list-style-type: none"> District leadership seeks feedback on improvement plans. District leadership seeks feedback from key stakeholders. District leadership integrates feedback into future improvement efforts. 	

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<p>recommendations for growth – one with the school leader and one with district leaders.</p> <ul style="list-style-type: none"> Teachers reported that they receive PD for BT to include BT 101 and 201, and that new teachers receive onboarding training for BT. In addition, teachers and building leaders reported that secondary teachers receive PLC training from a PLC consultant to support implementation of BT. Some teachers reported that BT training for the second year of implementation was the same as the first year, and that they have received less support this year than in the first year of implementation and less clarity on what full implementation will look like. District and school leaders, as well as teachers, reported that BT provides various resources to include frameworks for curriculum, assessment, and intervention. Examples of these resources include common formative assessments, lesson plan templates, and pacing guides. <p>The district is working with its external management partner; however, the impact of the partnership is unclear.</p> <ul style="list-style-type: none"> Both district and school leaders reported that BT has fulfilled a certain component that was needed; however, many of them acknowledge that it does not address all of their needs. Some reported that the district needs to additionally address climate and culture, develop a strategic five-year plan, and build and implement consistent structures and processes. District leaders reported that BT has provided an instructional framework and that teachers are now having conversations around unpacking the standards. Additionally, BT has unpacked the standards and provided pacing guides for the teachers and that they only have to decide how to deliver the instruction. Leaders stated that this support
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<p>guides teachers in the instructional process, including conducting formative assessments; as a result, district leaders report they are seeing higher-level questioning being used by teachers.</p> <ul style="list-style-type: none"> • When asked specifically about the impact of the partnership, stakeholders in focus groups could not articulate measurable results. Some reported, “We want to see it in action in the classrooms;” or “We do sessions with BT where they present results;” or “We are hearing teachers have conversations about standards.” However, district leaders could not articulate specific data points that show the impact of the partnership. • District leaders stated that they need more support at the district level and at the high school in order to implement BT effectively. For example, the district has limited resources to provide adequate PD for staff. Also, the high school scheduling is challenging and not all departments have a common plan time in order to effectively collaborate to implement BT strategies with fidelity. • All focus groups reported that BT is supporting efforts toward instructional consistency, but it is not enough to get the district off the accountability clock. • District and school leaders reported that BT makes recommendations that the district and school can decide whether to implement; however, they were not able to articulate how BT holds the district accountable for implementation. • District and BT leaders reported that although additional schools have been added to the BT framework this school year, no additional district or BT positions have been added to support this scaling.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

SRP Evaluation based on Site Visit

State Review Panel Criteria		Claims & Evidence
5. There is likelihood of positive returns on State investments of assistance and support to improve the performance within the current management structure and staffing.		Capacity Level: [] Highly Effective [] Effective [X] Developing [] Not Effective
5.1: Leadership monitors the return on investment of specific improvement initiatives and uses that data to inform decision-making.	<ul style="list-style-type: none"> Leadership identifies turnaround strategies and implements programs/initiatives designed to improve student performance. Leadership assesses the cost and impact (effect on student achievement and number of students served) of each program/initiative to determine its academic return on investment. Leadership makes decisions regarding continuation or discontinuation of programs/initiatives based on this analysis. Leadership establishes systems and structures to support regular and ongoing monitoring. 	<p>Leadership has demonstrated an ability to produce positive returns on some State investments.</p> <ul style="list-style-type: none"> District focus groups reported that Title I funds are used at the building level to provide teacher stipends for after-school tutoring, PD, and data team meetings. Funds are also going to be used to pay a coordinator a stipend to organize tutoring for the 2018-19 year, because the prior year's practice indicated that tutoring time was being lost due to the time being used to set up the tutoring. According to district focus groups, as a part of Title I funding and programming, the district is using pre- and post-assessments to determine if tutoring is effective, as well as using these data to adjust the programs being used and the time being spent on tutoring in order to meet student needs. In addition, district leaders stated that Title I programming included collecting data on early literacy and that these data showed results on the SPF as some elementary schools moved up performance levels. Both district and school leadership report that the investment and partnership with Schools Cubed to support early literacy has produced positive results. According to district leaders, Title I funding and programming included collecting data on after-school data meetings among teachers to monitor participation and also administering surveys to collect information on the benefit of these data teams. Data teams were a practice highlighted for return on investment; district
5.2: Leadership has demonstrated an ability to produce positive returns on state investment and uses resources effectively.	<ul style="list-style-type: none"> Programs and initiatives are designed to support turnaround efforts and have demonstrated results. Leadership seeks resources aligned to its improvement efforts and programs/initiatives with high academic return on investment. Any additional resources received (i.e., specialized grant funding) are aligned, strategic, and showing evidence of results. Leadership treats resources flexibly, and implements focused improvement efforts with a focus on early wins. 	
5.3: Students demonstrate academic progress over time.	<ul style="list-style-type: none"> Students demonstrate progress on internal measures linked with the district's promotion or exit standards. The performance of student subgroups on State assessments demonstrates that the district is making progress toward eliminating achievement gaps. Students meet proficiency and grade-level targets across subjects and grade levels on norm-referenced benchmark assessments and State assessments. Matched cohorts of students who score proficient or advanced (or equivalent) on State assessments maintain or improve performance levels across continuous enrollment years. The percentage of all students performing at proficient or advanced (or equivalent) on State assessments increases over time. Students demonstrate academic growth as measured by value-added or State growth percentile measures. Students demonstrate progress toward attaining expected knowledge and skills as measured by interim assessments. 	

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<p>leaders stated they see improved practices and participation and that some surveys also show there is a benefit to data team meetings.</p> <ul style="list-style-type: none"> • District leaders stated that they provide support to school leaders in putting together a plan to spend their Title I funds. Past practices indicated they were not spending the money or were not maximizing expenditures according to Title I guidelines. • District leaders also noted that Title IV funding was used to support Team Tipton, which is focused on bringing the Board and district senior leadership together for a retreat, on developing a process to establish mission and vision in the district, and on developing a strategic turnaround plan. • Additionally, district leaders reported the Empowering Action for School Improvement (EASI) competitive grant was being used to support school leaders in attending RELAY training, support school turnaround through increased community engagement, and provide consultants to support math instruction that included side-by-side coaching. • District leaders stated that the consultants hired at the high school level to help with systems and structures and leadership development in areas such as communication, climate and culture, staff and student attendance, and behavior systems did not have a positive impact. There have not been measureable improvements in attendance or decreases in behavior incidents. • District leaders reported that they are beginning to monitor initiatives for effectiveness in areas such as teacher retention, recruitment spending, and turnover rates; however, since these monitoring processes are new, trends have not been identified.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<ul style="list-style-type: none"> According to district leadership, BT is all funded through the general fund and its impact is not being strategically monitored as a whole. Both district and school leaders noted that data are being collected in monthly walkthroughs at BT schools, but they could not articulate whether the results of those walkthroughs were positive. <p>While some schools have experienced increases in achievement, students, overall, are not demonstrating sufficient academic growth and achievement.</p> <ul style="list-style-type: none"> The district's achievement and growth data have been inconsistent and below the State expectations over the past several years. The 2018 Preliminary District Performance Framework (DPF) reports that the district will enter Year 8 of Priority Improvement or Turnaround status. The DPF showed slight decreases in the total points earned from 37.6% in 2017 to 36.8% in 2018. The summary of ratings by level indicated that the middle school level showed significant decreases in academic growth from the 73rd percentile in 2017 to the 54th percentile in 2018. District leadership noted, and the Frameworks Release 2018 PowerPoint presentation confirmed, that although there were some improvements with individual schools in the district (one elementary school moved two levels from Priority Improvement in 2017 to Performance in 2018, and three schools moved up one level rating), the percentages of students performing at or above expectations continues to be below the State expectations. District leaders stated that interim assessments were used (DIBELS/IDEL, STAR); however, they were unable to articulate the expected data points and whether students were progressing toward meeting expectations.
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State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

SRP Evaluation based on Site Visit

State Review Panel Criteria		Claims & Evidence
6. There is necessity that the district remain in operation to serve students.		[X] Yes [] No
6.1: The district is mission-driven and its mission and vision meet a unique need.	<ul style="list-style-type: none"> All stakeholders share an understanding of, and commitment to, the mission and vision. District programs reflect the mission and vision. The mission and vision guide decisions about teaching and learning. The mission and vision meet the needs of an identified student population. 	<p>The district's mission and vision are unclear to stakeholders.</p> <ul style="list-style-type: none"> When asked, district leaders indicated that mission and vision statements were created by former leaders and have not been revised recently; however, there is a plan to do so in the future. Community members and parents in focus groups were not able to share the mission and vision of the district; however, some parents reported that, recently, they were a part of developing the vision at one of their children's schools. Teachers reported that the district's vision is included in emails from district personnel but were unable to share their understanding of the mission or vision. When asked what the district's mission and vision were, stakeholder focus groups – including district leaders, school leaders, parents and community members – gave various responses: “The only goal I know of is to get out of turnaround status;” “Educate, Inspire, Empower;” “Ensure students are ready and prepared for college;” “We honestly don't know;” and “Ensure all students succeed and get off the turnaround clock.” <p>There are no other viable options to absorb the district's approximately 7,500 students.</p> <ul style="list-style-type: none"> During focus groups, community members stated they want options for students (e.g., Science, Technology, Engineering, Mathematics [STEM]; innovation; Career Technical Education [CTE] paths; partnerships with universities). Parents also cited this desire and referred to other neighboring districts that have these options.
6.2 There are no other viable options for enrolled students that will likely lead to better outcomes.	<ul style="list-style-type: none"> The district serves an isolated and/or remote community. Closure or consolidation of district would have a significant negative impact on the community. Comparison districts do not promote better student outcomes. 	

State Review Panel District Progress Monitoring Site Visit Feedback Form 2018-19

		<ul style="list-style-type: none"> District leadership reported that the current management partner has provided some curricular materials for schools and a strong foundation for a teaching and learning cycle; however, they recognize it is not enough. District leaders, as well as Board members, expressed that a “true” management partner, or a couple of additional external partners, is what the district needs in order to establish and implement effective systems and structures. Some of the systems and structures that district leaders noted are needed include improved communication systems, consistent human resource processes, staffing at levels to support the turnaround work, and improved climate and culture.
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State Review Panel Document Review Feedback Form 2018-19



COLORADO
Department of Education
EXHIBIT 2

Purpose: To critically evaluate the district/school's plan (i.e., Unified Improvement Plan) and performance. This report will be used as one element of a body of evidence to inform actions that may be undertaken by the Commissioner of Education and the State Board of Education.

Reviewer Names: Starla Pearson, Amy Weed, Andy Franko, Tacy Killingworth

Date: 9/25/2018

District Name/Code: Adams County 14/0030

School Name/Code: N/A

SRP Summary	Capacity Level:
1. The leadership is adequate to implement change to improve results.	Developing
2. The infrastructure is adequate to support school improvement.	Developing
3. There is readiness and apparent capacity of personnel to plan effectively and lead the implementation of appropriate action to improve student academic performance.	Not Effective
4. There is readiness and apparent capacity to engage productively with, and benefit from, the assistance provided by an external partner.	Developing
5. There is likelihood of positive returns on State investments of assistance and support to improve the performance within the current management structure and staffing.	Not Effective
6. There is necessity that the school/district remain in operation to serve students.	Yes
Based on your professional judgment, will the plan result in dramatic enough change to pull the school/district off the accountability clock if it is implemented as written? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not sure, more information is needed. Specify the additional information required. As noted below in the question area, there are several pieces of information needed to make an informed decision.	
Based on your professional judgment, what is your overall level of concern regarding this school/district's ability to significantly improve results? Level of Concern: <input checked="" type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low <input type="checkbox"/> Cannot determine. Specify the additional information required.	

Overall Comments

Adams County 14 School District serves a 33,000-resident community just North of downtown Denver and has been identified as one of the lowest performing districts in the State of Colorado. Adams County 14 includes two preschools, seven elementary schools, two middle schools, and two high schools, one of which is an alternative school. The district has 905 total staff members that includes 469 teachers, 391 support staff, and 45 administrators.

The Colorado Department of Education (CDE) SchoolView dashboard indicates that the district serves a minority population of 89.3%, 87.3% of students qualify for free and reduced-price meals, 10.6% are students with disabilities, 54.9% are English Language Learner(ELL) students, and 4.4% of the students are identified as gifted and talented. Student enrollment numbers have increased over the years, from 6,991 in 2013-14 to 6,817 in 2017-18. The 2017 district Unified Improvement Plan (UIP) lists the current student enrollment at 7,467 students.

Adams County 14 School District submitted their revised Pathways Proposal - External Management Partnership (PEMP) plan to the State Board of Education on June 6, 2017. The 2017 District Performance Framework (DPF) shows that the district is rated Accredited with Priority Improvement and will enter Year 7 of Priority Improvement or Turnaround. According to the Pathways Proposal - External Management Partnership (PEMP), nine of the eleven traditional schools in the district are on the accountability clock. In review of Adams County 14 District documents, the district is rated developing in three criteria and not effective in two criteria. Although the district has entered into a partnership with Beyond Textbooks (BT) and has developed an External Management Partnership Plan, there is limited data that shows this plan has been implemented at a level that has begun to improve the district's effectiveness. As noted in each of the criteria below, the district is conveying a sense of urgency through establishing structures that address the priority performance challenges; however, there is limited data showing that these structures are moving the district forward. The areas of most concern are the district's capacity to implement the plan, considering past trends of high turnover rates in leadership and teachers and the consistent low student achievement and growth across multiple years.

Areas that should be explored more deeply through an on-site visit:

- What does the 2018 DPF rating and the 2018 Colorado Measures of Academic Success (CMAS) data for the district and Adams High School show?
- What are the specifics of the Theory of Action plan?
- Considering past trends in leadership turnover, what was the retention rate for district leadership and school leadership to begin the 2018-19 school year?
- How is the district responding to survey results from the Teaching and Learning Conditions in Colorado (TLCC)?
- How is student achievement monitored throughout the school year, and what is the district's role in monitoring?
- What, to date, are the results of the implementation of Beyond Textbooks (BT)?
- What specific outcomes were achieved at the focus schools within the BT implementation (ACHS, Central Rose Hill)?
- What are the results of the turnaround strategies that all schools are going to implement?
- What has been the impact of the ongoing meetings (every three weeks) between the superintendent and the BT schools?
- What resulted in the district leadership's Cultural Proficiency training? How many of those leaders are currently employed by the district?
- What has been the result of the recruitment and retention efforts?
- What is the status of the Chief Academic and Innovation Officer's (CAIO) work with standards maps, common assessments, data-driven decisions, extended learning opportunities for students, and professional development?
- How are progress monitoring targets developed and when do staff assess for adequate progress toward the end goals?
- How are professional development opportunities for staff communicated and implemented?
- Does the district intend to update the professional development video channel posted on the district website?
- What successes/challenges do both building leaders and district leaders see in relation to the implementation of the PEMP?
- What role does the district play in supporting PLC work at the building level?

State Review Panel Document Review Feedback Form 2018-19

SRP Evaluation Based on Unified Improvement Plan and Other Available Documents

1. The leadership is adequate to implement change to improve results.		Capacity Level: <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input checked="" type="checkbox"/> Developing <input type="checkbox"/> Not Effective <input type="checkbox"/> Unable to Assess	
State Review Panel Criteria		Look-Fors	Evidence
1.1: Leadership acts as a change agent to drive dramatic achievement gains.	<ul style="list-style-type: none"> Leadership communicates a relentless commitment to the school/district turnaround. Leadership makes data-driven changes to the academic program and organization to promote dramatic achievement gains. Leadership conveys clear expectations for performance for all stakeholders, including leadership, teachers, students, and partners. Leaders distribute leadership responsibilities to appropriate individuals or groups. 	<ul style="list-style-type: none"> Evidence of leadership driving impactful change. (<i>Major Imp. Strategies & Action Plan</i>) The degree to which leadership has been continuous over time or change(s) in leadership utilized to activate change. (<i>See HR data.</i>) 	<ul style="list-style-type: none"> According to the Unified Improvement Plan (UIP), in 2016, Adams County 14 saw a change in 27 leadership positions; in 2017, there were 16 changes in district leadership. In addition, the district, in 2017, had 13 out of 25 (52%) school administrators new to their building. The Adams County School District 14 Pathways Proposal-External Management Partner (PPEMP) states that the current superintendent was hired in the summer of 2016 and is the third superintendent in five years. In addition to the hire of a new superintendent, the PPEMP states that in order to address the district's leadership gaps and as a commitment to turnaround efforts, a Chief Academic and Innovation Officer (CAIO), a director of human resources, a manager of teacher effectiveness, a director of federal programs, and a manager of family and community engagement were all hired. According to the PPEMP, the district leadership team has committed to participating in two annual Beyond Textbooks (BT) events that promote effective district leadership practices. One training focuses on learning how to best implement and monitor the partnership plan and one focuses on leadership capacity in action. The district is driving impactful change through its commitment to partner with Beyond Textbooks (BT) and abide by all of the expectations encompassed in the PPEMP. The UIP shows the change is being driven around the identification of the following major improvement strategies: ensure that a consistent teaching and learning cycle is used across all schools; ensure that evidence-based practices are being used in classrooms; and establish and support the practice of data routines and reporting accountability.

State Review Panel Document Review
Feedback Form 2018-19

			<ul style="list-style-type: none"> The UIP also outlines key actions for each major improvement strategy, as well as designating who is responsible for each action. For example, for the major improvement strategy of ensuring a consistent teaching and learning cycle is used, some actions include teachers using a literacy curriculum aligned to the Colorado Academic Standards, and the District Assessment and Accountability Coordinator will support implementation of common district assessments. The PPEMP outlines specific roles and responsibilities for the district superintendent, district Beyond Textbooks (BT) liaison, the BT principals and coaches, and the BT CEO/Director. These responsibilities include: meeting with the Colorado Department of Education for discussion around the external management plan; meeting with both the local and State Board of Education to report progress; utilizing a Professional Learning Community (PLC) to build assessment and data literacy among teachers; compiling and reporting data based on the plan; and conducting classroom walkthroughs three times per semester. According to the PPEMP, the district chose to utilize a tiered level of support; the plan clearly outlines the expectations for both schools working with BT and all other schools in the district. The schools working with BT are required to implement the BT instructional framework, while all other schools are required to implement the outlined district turnaround strategies.
1.2: Leadership establishes clear, targeted and measurable goals designed to promote student performance.	<ul style="list-style-type: none"> Leadership communicates clear and focused goals that are understood by all staff. Educators understand their responsibilities for achieving goals. Leadership maintains school-/district-wide focus on achieving established goals. Leadership allocates resources in alignment with goals and critical needs. Leadership has established systems to measure and report interim results toward goals. 	<ul style="list-style-type: none"> High, but realistic, goals are set. Benchmarks are identified throughout the year. Plan and narrative convey a sense of urgency. Clear roles and ownership of action steps are identified. 	<ul style="list-style-type: none"> According to the UIP, the Board of Education identified three strategic imperatives: dramatically improve academic performance and move the district from Priority Improvement to Accredited with Distinction by the year 2020; significantly empower families and community members to become engaged partners in their child's education by creating welcoming environments district-wide that reflect and support a culturally diverse population; and intentionally increase and improve communication district-wide, both internally and externally, as well as enhance the resources offered to current clients and community members.

State Review Panel Document Review
Feedback Form 2018-19

			<ul style="list-style-type: none"> As mentioned above, the UIP identified three major improvement strategies; the plan is inclusive of benchmarks for each improvement strategy. For example, for the major improvement strategy of ensuring a consistent teaching and learning cycle is used across all schools, some benchmarks include providing professional development at specific times throughout the year, conducting monthly classroom observations, and having quarterly site visits by Beyond Textbooks who then provides a summary of next steps. The Progress Monitoring section of the UIP does establish specific annual performance goals for 2017-18; however, there are no specific targets established for 2018-19. The PPEMP identifies overall district goals and expected outcomes, as well as specific end-of-year outcomes and targets for the schools included in the partnership (Central Elementary, Rose Hill Elementary and Adams City High School). These outcomes are based on the Colorado Measure of Academic Success (CMAS) achievement and growth data, the Preliminary Scholastic Aptitude Test (PSAT), dropout rates for 9th and 10th grade students, Standardized Test for the Assessment of Reading (STAR) interim assessments in math, reading, and early literacy, gifted and talented and special education referrals, and attendance and truancy rates. Although clear outcomes are established in the PPEMP, based on past achievement, it is unclear if the goals are realistic. For example, when looking at CMAS English Language Arts percentile ranks, Central Elementary was at 4% in 2016, 5% in 2017, and the goal for 2018 is 15% and the goal for 2019 is 50%.
1.3: Leadership analyzes data to identify and address high priority challenges, and to adjust implementation of the action plan.	<ul style="list-style-type: none"> Leadership communicates data trends and issues, ensures timely access to data, and models and facilitates data use. Leadership openly shares results and holds staff accountable for results and effective use of data. Leadership first concentrates on a limited number of priorities to achieve early, visible wins. There is regular progress monitoring of performance and implementation data and, as appropriate, results lead to elimination of tactics that do not work. 	<ul style="list-style-type: none"> Evidence that goals are based on data re: past performance. <i>(See data analysis/narrative)</i> Focus on a limited number of changes. <i>(See Priority Perf. Challenges.)</i> 	<ul style="list-style-type: none"> Both the UIP and the PPEMP Appendix A show a strong use of data to determine current performance and to set specific goals. As mentioned above, there are annual performance targets established for 2017-18 in the UIP, but not for 2018-19; however, there are clear outcomes established for the participating schools in the PPEMP. In addition, the PPEMP has set clear annual accreditation targets for each school in the district based on prior years' trend performance. The UIP indicates that the district is addressing three priority performance challenges to include: not meeting State expectations

State Review Panel Document Review Feedback Form 2018-19

	<ul style="list-style-type: none"> Benchmarks are used to assess progress toward goals; goals are adjusted as progress is made. Data on progress toward goals drives organizational and instructional decision making. 	<ul style="list-style-type: none"> Resources are allocated for new programs or identified action steps. Structures for sharing and using data are present. <i>(See Action Plan.)</i> 	<p>in academic achievement and growth; not meeting State expectations in postsecondary and workforce indicators; and lack of student engagement as evidenced by low student attendance, graduation rates, and academic achievement.</p> <ul style="list-style-type: none"> Although benchmarks are written in the UIP, most are written around specific actions such as: providing professional development; conducting meetings with staff and/or parents; or creating systems to collect data rather than to assess progress toward specific goals. In addition, there are clear expectations outlined in the PPEMP around conducting frequent progress monitoring within the instructional framework. However, there are no identified progress monitoring data points identified within the school year that would show progress toward goals and guide instructional practices. According to the PPEMP, resources are being provided based on the newly-identified actions and/or programs. For example, the district purchased a research-based reading program for K-5 aligned to the Colorado Academic Standards; also, a teacher and principal induction program are being developed to support retention of staff. The PPEMP outlines specific requirements for the superintendent and building leaders and coaches to review relevant student data; however, there are no specific details on the protocol or process used to analyze and use the data. Timeline requirements for sharing the data are: the superintendent will meet with the local Board of Education monthly; the superintendent will meet with the BT liaison weekly; the district BT liaison will meet with school principals and coaches weekly; the superintendent will meet with the BT liaison and the BT CEO/Director every three weeks; and the superintendent will meet with BT principals every other week.
1.4: Leadership establishes high expectations for student learning and behavior.	<ul style="list-style-type: none"> The school/district holds high expectations for academic learning. Educators set high expectations for learning and clearly convey these to students. Educators convey that students are responsible for raising their performance and encourage their participation in learning. 	<ul style="list-style-type: none"> Elements of climate and culture are identified and addressed in the plan(s). <i>(See Data Narrative, Root Cause Analysis,</i> 	<ul style="list-style-type: none"> According to the PPEMP, there is some evidence that the district is focusing on both academic achievement and social well-being of all students. For example, in 2015-16 the district implemented a research-based biliteracy program in grades K-2, a Spanish language arts program in 6-8, and graduating high school students with the Adams 14 Seal of Biliteracy.

State Review Panel Document Review Feedback Form 2018-19

	<ul style="list-style-type: none">• The school/district provides a safe environment to support students' learning and, in the case of a virtual school, ensures that students' interactions between and among themselves and school staff are respectful and supportive.• Leadership ensures that the school's physical environment is clean, orderly, and safe.	<i>Action Plan, TELL data.)</i>	<ul style="list-style-type: none">• In addition, the PPEMP shows evidence that the district holds high expectations for academic learning by ensuring every teacher is highly qualified to meet the needs of its culturally and linguistically diverse student populations by requiring every newly-hired teacher meet Colorado Department of Education's (CDE) minimum Culturally and Linguistically Diverse (CLD) certified requirement. This is being offered through the University of Colorado Boulder BUENO Center for Multicultural Educations.• Also, the PPEMP states that the district is committed to creating a culture of high expectations for all students by ensuring all employees are trained on effective cultural pedagogy.• According to the 2018 Teaching and Learning Conditions Colorado (TLCC) Survey, 64% of staff believe that students in Adams County 14 know how they are expected to act in school, compared to 81% for the State results. In addition, 75% of staff believe Adams County 14 is a safe place for students to learn, compared to the State average of 91%.
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State Review Panel Document Review Feedback Form 2018-19

2. The infrastructure is adequate to support school improvement.		Capacity Level: <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input checked="" type="checkbox"/> Developing <input type="checkbox"/> Not Effective <input type="checkbox"/> Unable to Assess	
State Review Panel Criteria	Look-Fors	Evidence	
<p>2.1: The district leads intentional, strategic efforts to ensure the effectiveness of the academic program and the sustainability of the organization.</p> <ul style="list-style-type: none"> The district/superintendent ensures ongoing leadership development for emerging and current school leaders with a focus on building leadership capacity to lead turnaround efforts and sustain improvement. The district/superintendent provides adequate oversight in schools' work to deliver the curriculum, monitors instruction on a regular basis, and provides adequate support and feedback to principals to improve instruction. The district provides adequate systems by which to capture and store data, report it to schools, and make it accessible for instructional staff to utilize. 	<ul style="list-style-type: none"> Evidence of district involvement. <i>(See Data Narrative, Action Plan.)</i> 	<ul style="list-style-type: none"> The PPEMP states that the district piloted a new data dashboard system on a small scale during the 2016-17 school year to assist with monitoring behavior, academics, attendance, and truancy data, and planned for full implementation at schools in the 2017-18 school year. Additionally, the PPEMP states that academic and growth targets in math, literacy, language acquisition, and science were identified based on percentile cut scores identified by the Colorado School Performance Framework rubrics. The PPEMP indicates STAR math, reading, and early literacy is used as an interim assessment with end-of-year targets indicated for each of the three schools targeted for support with BT. Additionally, goals for the three schools include an increase in gifted and talented referrals, a decrease in students on READ plans, and a reduction of truancy rates; however, the report does not indicate how progress is measured throughout the school year. Appendix K of the PPEMP includes a draft of the 2017-18 School Year Instructional MAP Teaching and Assessment Cycles that describes daily/formative assessments, common assessments on a three-week cycle, and interim assessments; however, structures to support data analysis are not identified. Additionally, the report indicates that STAR serves as the interim assessment platform for the three identified focus schools yet end-of-year rather than benchmark goals are noted, and it remains unclear what the non-identified focus schools use as an interim assessment platform. Appendix K of the PPEMP provides a district-wide daily instructional sequence that includes 30 minutes of breakfast and character education through a morning meeting structure, 180 minutes of balanced literacy, 60 minutes of math with a breakdown for whole group and independent or small group instruction, 30 minutes each of integrated science and social studies, 30 minutes of extended learning, and 45 minutes of electives courses in art, music, and physical education. 	

State Review Panel Document Review
Feedback Form 2018-19

			<ul style="list-style-type: none"> The PPEMP indicates that specific data cycles for academics, attendance, behavior, and health will be determined by the district and rolled out to the schools. For the schools who are using BT, these cycles will be jointly determined. The plan states the district will also provide protocols, supports, and professional development on how to interpret the data. In addition, the district will provide the action steps to implement the additional support with a focus on prevention. The PPEMP states that the superintendent and BT executives supervise a BT District Liaison who: reports to the superintendent and CAIO; serves as the point person between BT executives and the district regarding scheduled trainings, feedback and general communication; negotiates and maintains all associated terms of service agreements; maintains the relationship between BT schools and all district departments for school leadership to maintain focus on instruction; completes annual evaluations pertaining to BT implementation; monitors the implementation of BT through qualitative and quantitative reporting; manages policy and procedures for BT schools; and supports school-based coaches, teacher leaders, and individuals responsible for data monitoring to provide guidance and ensure fidelity to implementation, including professional development and early release days. A meeting structure table in the PPEMP indicates that the superintendent has a conference call every three weeks with the BT District Liaison and BT CEO/Director, and meets in person every three weeks with principals in schools managed by BT.
2.2: Leadership has a strong focus on recruiting and retaining talent; creates and implements systems to select, develop, and retain effective teachers and staff who can drive dramatic student	<ul style="list-style-type: none"> Leadership has created and/or implemented an organizational and staffing structure that will drive dramatic student gains. Leadership recruits and hires teachers with commitment to, and competence in, the school's philosophy, design, and instructional framework (e.g., trained and experienced with curriculum, certified/ licensed to teach, qualified in subject area). Trained mentors provide beginning teachers with sustained, job-embedded induction. 	<ul style="list-style-type: none"> Indication of strategic staff changes, particularly at the supervisory level, to support dramatic improvement efforts. (<i>See HR data.</i>) Evidence of professional 	<ul style="list-style-type: none"> The PPEMP states that one of the barriers to achievement and growth is a high turnover at the building/central leadership and teacher level. As noted above, to address the district's leadership gaps, the following positions were hired: superintendent, CAIO, director of human resources, manager of teacher effectiveness, director of federal programs, and a manager of family and community involvement. Appendix C: Restructure of Adams 14 ESS Staff indicates a plan to retain the assistant director of special education to ensure the district has a CDE Lead Educational Authority (LEA) on site at all times, convert three current Teacher on Special Assignment (TOSA) positions to

State Review Panel Document Review Feedback Form 2018-19

gains; evaluates all staff; and dismisses those who do not meet professional standards and expectations.

- Leadership ensures the evaluation of all staff and dismisses those who do not meet standards and expectations.
- Leadership provides teachers with active, intense, and sustained professional development (PD), including guidance on data analysis and instructional practice, aligned to school improvement efforts.
 - PD is informed by ongoing analysis of student performance, instructional data, and educators' learning needs.
 - PD requires teachers to demonstrate their learned competency in a tangible and assessable way.
 - PD engages teachers in active learning (e.g., leading instruction, discussing with colleagues, observing others, developing assessments), and provides follow-up sessions and ongoing support for teachers' continued learning.
- The quality of professional development delivery is regularly monitored, evaluated, and improved.

development activities aligned to priorities. *(See Data Narrative, Action Plan, TELL data.)*

- Special Education Manager positions (Preschool/Child Find, Autism and 3-4 schools, Significant Needs and 3-4 schools), and using a 5% increase in Title 6 Special Education Funds to create a behavior-focused manager to support Affective Needs.
- According to the PPEMP, the BT District Liaison is responsible for ensuring accurate accounting and reporting of staff attendance for mandatory professional development sessions hosted and required by BT and reporting absences to the superintendent, CAIO, and building principal, as applicable, who then take steps according to appropriate Board policy relative to employees who fail to complete assigned duties.
 - The PPEMP states that BT schools will follow the same evaluation system and process for the non-renewals of teachers and school leaders as outlined in local school policy and defined by State statute.
 - Appendix L: Student Services Special Education Strategic Plan for 2016-2020 indicates a conversion of the Teacher on Special Assignment (TOSA) coordinators into peer-administrators, providing special education teams access to a highly-qualified special education coach, evaluator, and appropriate legal support.
 - The PPEMP states that the CAIO is leading district work and implementation of standards-based instructional maps, common interim assessments, data-driven decisions, extended learning opportunities for students including tutoring and summer school, and professional development.
 - Additionally, the PPEMP states that staff from human resources and teacher effectiveness are studying and developing a plan to recruit, develop, retain, and sustain talent. They have restructured the principal/teacher induction program and the mentoring/ mentee program. Professional development is targeted at defining expectations and job-embedded learning, including coaching, mentoring, and observation, as well as including peer observation.
 - District representatives, as stated in the PPEMP, are attending job fairs across Colorado and New Mexico and recruiting at conferences such as CO-ALAS (Colorado Latino Administrators and Superintendents), La Cosecha (Bilingual and Bilingual Conference

State Review Panel Document Review
Feedback Form 2018-19

			<p>New Mexico), CABE (Colorado Association of Bilingual Educators) and various Colorado Universities. Additionally, the district has partnered with CU BUENO, a program that graduates Culturally and Linguistically Diverse Education (CLDE) certified and bilingual teachers, in recruiting efforts.</p> <ul style="list-style-type: none"> • Also, the PPEMP states the district has partnered with Metro State University and the University of Colorado Boulder in hosting pre-service teachers for field experience and student teaching experience with the expectation that the district will be able to identify talented pre-service teachers and hire them. • Further, in the PPEMP, the district identified actions to retain highly effective teachers that include providing tighter feedback loops using short cycle “look-fors” addressing aspects of the State teaching standards, providing teacher leadership opportunities for career advancement, and offering stipends for additional district leadership work. • The PPEMP states that the district is committed to ensuring that every teacher is highly qualified to meet the needs of its culturally and linguistically diverse student population by requiring that every newly-hired teacher meet CDE’s minimum CLD Certified requirement. The district is assisting teachers with one-third of the tuition cost of becoming CDL-certified through its partnership with The University of Colorado Boulder Center. Further, the district conducted Cultural Proficiency training with district leadership, provided by the Colorado Department of Education (CDE). • The district, according to the PPEMP, will provide teachers with professional development that ensures best first instruction in K-3 Reading Foundations, K-5 Systematic English Language Development, 6-12 Constructing Meaning, K-12 Content Language Objectives, and Culturally Linguistic Diversity, with all grades 6-12 teachers being certified in Constructing Meaning by the end of the 2017-18 school year. • The district calendar indicates a total of six full days for professional development, with three of those occurring at the beginning of the
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State Review Panel Document Review
Feedback Form 2018-19

			<p>school year, along with three early release days throughout the school year.</p> <ul style="list-style-type: none"> A review of documents did not indicate how professional development is evaluated for its effectiveness or for expected implementation. Further, the 2018 TLCC District Survey data shows that only 28% of the responses were favorable to the item, "The effectiveness of the professional development is assessed regularly," compared to 68% at the State. The PPEMP states the implementation of a teacher and leader induction model that: develops a train-the-trainer model with new professional development for induction facilitators; ensures every initial teacher, principal, and assistant principal receives professional induction support, professional development on formative assessments and authentic feedback, and perfecting Content Learning Objectives (CLOs). CLO's will be one form of formative assessment and it will support lesson planning. Results from the 2018 TLCC survey indicate an agreement rate of 42% (compared to 68% State) in the area of Professional Development.
<p>2.3: Leadership ensures that the school/district has sound financial and operational systems and processes</p>	<ul style="list-style-type: none"> Leadership ensures that the organizational structure supports essential functions; roles and responsibilities of all staff are clear. Leadership has established effective means of communicating with staff. Leadership ensures that the school/district meets all compliance requirements and deadlines set by the State, including the submission of school improvement plans, financial statements, school audit, calendar, and student attendance. Leadership effectively manages the budget and cash flow, and there is a plan for long-term financial sustainability. Leadership effectively manages operations (e.g., food services, transportation, school facilities). 	<ul style="list-style-type: none"> Evidence of school communication with staff. (<i>See Data Narrative, Target Setting, Action Plan, TELL data.</i>) Record of compliance. 	<ul style="list-style-type: none"> Appendix I of the PPEMP includes the annual fee cost of management by BT for the 2017-18 school year as \$12,500; Appendix J includes the annual fee cost for the 2018-19 school year as \$39,000. The district's website includes a link for Financial Transparency that leads to a Preliminary Budget report. The Preliminary Budget report states that the nutritional services program operates on a financially self-funded basis, and that with a free and reduced-price rate over 80%, the Board of Education believes that every student will be offered a free breakfast and lunch regardless of their free and reduced-price status. Additionally, the Preliminary Budget report indicates a 2018-19 Grant Fund Budget of \$14.34 million that supports English Language Proficiency Act, READ Act, School Counselor Corps Grant Program, and School to Work Alliance Program, along with federal grant programs (Carl D. Perkins Career and Technical Education Act, Individuals with Disabilities Education Act, and Medicaid).

State Review Panel Document Review
Feedback Form 2018-19

			<ul style="list-style-type: none"> The Preliminary Budget report designates Title funds as follows: Title I, Part A: Improving the Academic Achievement of the Disadvantaged; Title I, Part C: Education of Migratory Children the Migrant Education Program; Title II, Part A: Improving Teacher Quality; and Title III, Part A: Language Instruction for Limited English Proficient and Immigrant Student. According to the Preliminary Budget report, interscholastic athletics are supported through athletic fees of \$35 per sport charged to high school students, as well as income generated from gate receipts at athletic events. Results from the 2018 TLCC Survey indicate an agreement rate of 65% (compared to 81% State) in the area of Facilities and Resources.
2.4: Leadership provides effective instructional leadership.	<ul style="list-style-type: none"> Leaders ensure that the school implements a coherent, comprehensive, and aligned curriculum. <ul style="list-style-type: none"> Leaders ensure that curriculum, instruction, and assessments are aligned with state standards, each other, and coordinated within/across grade levels. Leaders ensure that instructional materials are selected and/or developed in accordance with a school-wide instructional framework and aligned with established curriculum standards. Leaders ensure the curriculum is periodically reviewed and revisions are made accordingly. Leaders provide meaningful feedback on teachers' instructional planning and practice. <ul style="list-style-type: none"> Leaders regularly provide meaningful feedback on instructional planning. Leaders regularly observe instruction and provide meaningful, timely feedback that helps teachers improve their practice. Leaders provide conditions that support a school-wide data culture. <ul style="list-style-type: none"> Teachers have easy access to varied, current, and accurate student and instructional data. Teachers are provided time to collect, enter, analyze, represent student data & use tools to act on results. 	<ul style="list-style-type: none"> Instructional needs and associated curricula and assessments are identified as a mechanism to address performance needs. <i>(See Action Plan.)</i> Organizational routines are established that include ongoing data analysis to improve student learning. (Evidence of interim measures and how they will be used to monitor results.) <i>(See Data Narrative, Target Setting, Action Plan, TELL data.)</i> 	<ul style="list-style-type: none"> The PPMP indicates that BT provides support for effective instructional leadership with a robust 40,000+ item resource bank that includes lessons, resources, and documents that support instructional delivery. Resources in the bank are vetted carefully by a group of trained educational experts. These educators ensure standards alignment, higher order and critical thinking and questions as defined by Depth of Knowledge (DOK) and Bloom's Taxonomy of Learning Domains and formatting for multiple programs teachers may utilize, such as PowerPoint. According to the PPMP, district staff members conduct weekly school site visits, actively monitor BT implementation and UIP goals, and progress monitor using quarterly data in BT and non-BT schools; however, the plan did not indicate what data points are being monitored quarterly. Results from the 2018 TLCC Survey indicate an agreement rate of 69% (compared to 85% State) in the area of Instructional Practices and Support, and an agreement rate of 50% (compared to 81% State) in the area of District Supports.

State Review Panel Document Review Feedback Form 2018-19

	<ul style="list-style-type: none"> Leaders ensure that all teachers receive PD in data use (e.g., how to access, read, and interpret a range of data reports; frame questions for inquiry; analyze data, assessment literacy; use data tools and resources). 		
2.5: The school/district provides high-quality instruction.	n/a	<ul style="list-style-type: none"> Not possible to assess from Document Review alone. 	

State Review Panel Document Review Feedback Form 2018-19

3. There is readiness and apparent capacity of personnel to plan effectively and lead the implementation of appropriate action to improve student academic performance.		Capacity Level: <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input type="checkbox"/> Developing <input checked="" type="checkbox"/> Not Effective <input type="checkbox"/> Unable to Assess	
State Review Panel Criteria		Look-Fors	Evidence
3.1: Educators' mindsets and beliefs reflect shared commitments to students' learning.	n/a	<ul style="list-style-type: none"> • <i>Not possible to assess from Document Review alone.</i> 	
3.2: The school/district has established conditions that support educators' learning culture.	<ul style="list-style-type: none"> • Communications among all stakeholder groups are constructive, supportive, and respectful. • Communications between leadership and staff are fluid, frequent, and open. • Leaders model and convey well-defined beliefs about teaching and learning, and convey value for innovation, learning from mistakes, and risk-taking. • Leaders ensure that staff and team meeting discussions are structured and facilitated to support the staff's reflective dialogue around data and instruction (e.g., attend to explicit group norms, use protocols). • Leaders provide guidance to teacher teams (e.g., help to establish meeting routines; model and promote use of discussion protocols; ensure systematic monitoring of student progress; create focus on linking results to instruction) and ensures that teachers utilize tools and time well. • Leaders participate in formal and informal professional learning, including their own leadership development about how to improve curriculum and instruction in a leadership context (i.e., elementary or secondary; high- or low-poverty; large/small schools). 	<ul style="list-style-type: none"> • Evidence of development for leaders. (<i>See Action Plan.</i>) • Structures for collaborative activities are present. (<i>See Action Plan, TELL data.</i>) • Roles are dedicated to supporting teams of teachers. (<i>See Action Plan, TELL data.</i>) • Communication structures are referenced. (<i>See Data Narrative, Action Plan, TELL data.</i>) 	<ul style="list-style-type: none"> • The UIP notes that an action step for major improvement strategy #3 (MIS) states that the District Assessment and Accountability Coordinator will complete quarterly data meetings to ensure building leaders are informed and supported with next steps for improvement planning efforts. Another action step states that the District Instructional Leadership Team will conduct monthly classroom visits with principals looking for instructional practices based on a district-developed classroom visit protocol and that the results will be shared with school principals for continuous improvement and making district decisions on supports needed. The classroom visit protocol is not provided in the UIP or in the PPEMP. • Another action step in the UIP under MIS #3 mentions that principals will meet bi-monthly to discuss data trends district-wide and use Illuminate and State data. The District Data and Assessment Coordinator and the Chief Academic Officer are listed as the key personnel. Further details of the data meetings are not provided in the plan. • The UIP states that data are collected at the schools, but specific routines are not identified or in place to improve the quality of instruction and student learning, as a root cause. Another root cause mentions that a cycle of data inquiry has not been established within the district and that district and school leaders have not established shared goals or a process for monitoring goals. The district responded in Appendix K of the PPEMP that includes a draft of an Instructional Map of the Teaching and Assessment Cycles, which includes specific assessment cycles with common assessments and dates.

State Review Panel Document Review
Feedback Form 2018-19

			<ul style="list-style-type: none"> The UIP mentions the district instructional leadership team as the group involved in the root cause analysis, but the plan does not indicate the specific team members. The UIP lists three Board of Education Strategic imperatives. Number three has a focus on communication structures and reads, "...to intentionally increase and improve communication district-wide, both internally and externally." Specific details on this communication are not provided in the plan. An action step under MIS #3 in the UIP involves coaching the school's instructional coaches in the areas of best instructional practices, having critical conversations and effective communication, and using the book, <i>The Art of Coaching</i> by Elena Aguilar. The 2018 TLCC District Survey results indicate: only 33% of the respondents feel that district leadership takes steps to solve problems; only 40% of the staff feel there is an atmosphere of trust and mutual respect between district and school administrators; and only 44% of the responses feel that the district clearly describes expectations for schools.
3.3: Educators collaborate regularly to learn about effective instruction and students' progress.	<ul style="list-style-type: none"> Educators meet frequently during regularly scheduled, uninterrupted times (e.g., staff, department, grade level meeting times) to collaborate, establish improvement goals, and make data-informed instructional decisions. Educators' collaborative meetings have a clear and persistent focus on improving student learning and achievement. Educators describe sharing knowledge and expertise among colleagues as essential collaborative activity for job success. Teachers are willing to talk about their own instructional practice, to actively pursue and accept feedback from colleagues, and to try new teaching strategies. The school has created a performance-driven classroom culture in which teachers effectively use data to make decisions about daily instruction and the organization of students. 	<ul style="list-style-type: none"> Collaborative meeting times and their purposes are referenced. (<i>See Data Narrative, Action Plan, TELL data.</i>) 	<ul style="list-style-type: none"> The PPEMP mentions the three schools involved with the BT partnership will have teachers meet in Professional Learning Communities (PLCs) to review formative data from each instructional cycle in order to plan for targeted instruction. Further details about the frequency of the PLCs is not provided. The PPEMP states that district leadership, building leadership and BT executives will meet regularly in order to ensure BT implementation and review student progress. District staff will also make weekly school site visits and have quarterly data and progress monitoring discussions with the schools. In addition, school leadership will conduct daily classroom walkthroughs, monitor the goals of the UIP, and implement the BT framework with fidelity. Appendix K of the PPEMP states that teachers will administer interim assessments during a 3-week learning cycle, in order to monitor students' mastery of the standards.

State Review Panel Document Review
Feedback Form 2018-19

			<ul style="list-style-type: none"> The 2018 TLCC District Survey indicates that 57% of the respondents feel that schools provide opportunities to learn from other teachers.
<p>3.4: The school/district engages the community and families in support of students' learning school improvement efforts.</p>	<ul style="list-style-type: none"> The school includes parents/guardians in cultivating a culture of high expectations for students' learning and their consistent support of students' efforts. The school/district invites family participation in school activities (e.g., volunteering in classrooms or on committees; attendance at performances, sports events, and organizational meetings) and regularly solicits their input. The school/district offers workshops and other opportunities for parents/guardians to learn about home practices that support student learning. Educators communicate with parents/guardians about instructional programs and students' progress. 	<ul style="list-style-type: none"> Strategies for community and family involvement are incorporated throughout the plan. Parent Involvement Plan is present (for Title I Schools only) and details strategies for involving families to advance student learning. 	<ul style="list-style-type: none"> The UIP states that the District Accountability and Advisory Committee (DAAC) is made up of three parents and is involved in the development of the UIP. DAAC members provide recommendations to the Superintendent and School Board members on the UIP, budget, safety, student achievement, parent engagement, and the School Performance Framework. The PPEMP mentions that the DAAC and the local Board of Education were engaged during the time feedback was collected about the management selection of Beyond Textbooks. It also states that the three schools selected to implement the BT program will host parent meetings to explicitly share details about how BT will support the school. A Superintendent's Parent Forum held in October 2016 had a total of 45 parents and community members in attendance. The PPEMP states the superintendent launched six Superintendent-Parent Forums and the district implemented its first parent volunteer to paraprofessional program, where 17 parents provide small group reading intervention to more than 70 students in grades K-3. The district's website has information about Parent Resources that include School Health, 10 Tips for Parents, Helping Your Child, Adult Education, and the DAAC. The superintendent's Welcome Back letter on the website is not current and dated August 2017. The UIP mentions that the Office of Family and Community Engagement (OFCE) measures the number of parents and families that are engaged in school-based family engagement activities, using a tracking system. The findings indicate that there are approximately 645 parents and community members that were a part of a family engagement tracker; the OFCE hosted over 20 district/school-based events during the 2016-17 school year; 417 parents/community members participated in 1-3 district/school events and 13 parents/community members participated in 8 or more district/school events. The UIP states that the OFCE wants to increase parent/community engagement by building the capacity of parent leaders from the

State Review Panel Document Review
Feedback Form 2018-19

			<p>school Parent Teacher Organization (PTO), the Building Accountability and Advisory Committee (BAAC) and the DAAC. MIS #3 includes an action step that the OFCE department will increase parent engagement opportunities in the schools and district through the implementation of quarterly parent forums, and DAAC's and BAAC's that meet monthly. The action step is "In Progress."</p> <ul style="list-style-type: none">• The UIP states that a Parent Engagement and Satisfaction Survey was administered in April 2017, with nearly 6,000 surveys sent home to families in 8 different languages. The survey measures how well schools are doing in reaching out to parents and the quality of family/school relationships. The plan mentions that the survey is aligned to the national Parent Teacher Association (PTA) family and school partnership standards. Details about the results from the survey are not provided in the UIP because the response rate was low (28%) and the district did not feel that there were enough responses to accurately reflect parent satisfaction.• The UIP section, Academic Achievement of Students with a Disability, lists an indicator to measure parent involvement in the individualized education plan (IEP) process, but further information is not provided as to why this is an indicator. The statement, "Adams 14 has increased the number of parent training opportunities that include social events and targeted training based on students' needs, especially around significant needs, attention deficit and autism," is mentioned, but additional details are not provided about the specific parent trainings.• According to the 2018 TLCC District Survey, only 56% of responses are favorable regarding Community Support and Involvement in comparison to the Colorado favorable rate of 84%. In addition, only 40% of the responses are favorable to the statement, "The school's efforts to engage families are effective." However, 66% of the responses are favorable to the statement, "The community is supportive of the schools."
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State Review Panel Document Review Feedback Form 2018-19

4. There is readiness and apparent capacity to engage productively with, and benefit from, the assistance provided by an external partner.		Capacity Level: <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input checked="" type="checkbox"/> Developing <input type="checkbox"/> Not Effective <input type="checkbox"/> Unable to Assess	
State Review Panel Criteria		Look-Fors	Evidence
4.1: The school/district collaborates effectively with existing external partners.	<ul style="list-style-type: none"> The school/district seeks expertise from external partners, as appropriate (i.e., for professional development, direct support for students). The school/district ensures that roles and responsibilities of existing partners are clear. There are designated personnel to coordinate and manage partnerships. 	<ul style="list-style-type: none"> Articulation of roles/responsibilities with external entities (e.g., district level staff, BOCES staff, vendors, CDE) is evident. <i>(See Action Plan.)</i> 	<ul style="list-style-type: none"> According to the PPEMP, Adams County 14 received feedback from the State Review Panel (SRP) in 2015 that suggested the district would likely need external support to meet State expectations. According to the PPEMP, Adams County 14 considered an innovation zone strategy, but elected to elicit the support of an external partner, Beyond Textbooks (BT) instead. The partnership process was proposed to the State Board of Education in April 2017 after consulting with advisors from the Colorado Department of Education. The PPEMP identifies four target operations of BT: 1) District professional development calendar; 2) District curriculum, assessments, and instructional support; 3) School day schedule/ reteach and enrichment block; and 4) District and school accountability - implementation, monitoring, and progress. The PPEMP identifies a reallocation of roles and responsibilities within Adams 14 to meet the objectives of the four target operations. The model of leadership includes a BT District Liaison who reports to the BT executives and district superintendent. The primary roles of the BT District Liaison are: 1) report to the Superintendent and Chief Academic Officer; 2) serve as the district point person between BT executives and Adams 14 regarding scheduled trainings, feedback and general communication; 3) negotiate and maintain all associated contracts; 4) maintain relationships between BT and the district; 5) complete an annual evaluation of BT and the implementation within Adams 14; 6) monitor implementation through qualitative and quantitative measures; 7) manage policy and procedures for BT schools; and 8) support school-based coaches, teacher leaders, and individuals responsible for monitoring data. According to the 2018 TLCC Survey, 50% of Adams 14 school leaders responded favorably with regard to their impression of district-

State Review Panel Document Review Feedback Form 2018-19

			provided supports to schools. This compares to a favorable response rate of 81% at the State level.
4.2: The school/district leverages existing partnerships to support student learning.	<ul style="list-style-type: none"> The school/district maximizes existing partners' efforts in support of improvement efforts. All externally provided professional development is aligned to improvement efforts. 	<ul style="list-style-type: none"> Activities of external entities align with major improvement strategies and performance needs of the school/district (not just a list of services the entity provides). <i>(See Action Plan.)</i> 	<ul style="list-style-type: none"> As noted above, the District UIP identifies three Major Improvement Strategies, and the PPEMP describes the specific actions to be taken to provide training and support to meet the objectives outlined in the MIS of the UIP. According to the PPEMP, BT will work to plan, support, and account for aligned improvement efforts. According to the 2018 TLCC Survey, 62% of respondents reported favorably to the notion that the district makes principal professional development a priority.
4.3: Leadership is responsive to feedback.	<ul style="list-style-type: none"> Leadership seeks feedback on improvement plans. Leadership seeks feedback from key stakeholders Leadership integrates feedback into future improvement efforts. 	<ul style="list-style-type: none"> Feedback from CDE on UIP is integrated into subsequent UIPs (i.e., feedback is not repeated for multiple years). <i>(See CDE feedback, previous UIPs, updated UIPs, TELL data.)</i> 	<ul style="list-style-type: none"> The PPEMP indicates feedback provided by the State Review Panel in 2015 was used to identify how resources of people and funds will be used to strategically develop and implement the partnership with BT. According to the UIP, Adams County 14 consulted with CDE to develop a Theory of Action. This work was completed by prioritizing the action steps needed to realize the expected outcomes. According to the UIP, Adams County 14 invokes input from stakeholders through the District Accountability and Advisory Committee (DAAC) process. The UIP states the committee includes three parents of enrolled students, one teacher, one administrator, and one business owner who resides in the district. The meetings are open to the public, but the committee is responsible for providing recommendations to the Superintendent on the topics of school safety, budget, student achievement, parent engagement, and school performance frameworks. According to the 2018 TLCC Survey, 46% of respondents reported favorably that the district provides constructive feedback to school leadership to improve performance.

State Review Panel Document Review Feedback Form 2018-19

5. There is likelihood of positive returns on State investments of assistance and support to improve the performance within the current management structure and staffing.

Capacity Level: ☐ Highly Effective ☐ Effective ☐ Developing ☒ Not Effective ☐ Unable to Assess

State Review Panel Criteria		Look-Fors	Evidence
5.1: Leadership monitors the return on investment of specific improvement initiatives and uses that data to inform decision-making.	<ul style="list-style-type: none"> Leadership identifies turnaround strategies and implements programs/initiatives designed to improve student performance. Leadership assesses the cost and impact (effect on student achievement and number of students served) of each program/initiative to determine its academic return on investment. Leadership makes decisions regarding continuation or discontinuation of programs/initiatives based on this analysis. Leadership establishes systems and structures to support regular and ongoing monitoring. 	<ul style="list-style-type: none"> Additional resources provided through specialized grant funding are aligned, strategic and show evidence of positive results. (for districts/schools that have received additional funds.) (<i>See Action Plan.</i>) 	<ul style="list-style-type: none"> The PPEMP states that district personnel used a SWOT (Strengths, Weaknesses, Opportunities, Threat) method to analyze schools and departments to determine their external partner and to determine which schools to support. According to the PPEMP, the district has identified specific turnaround strategies in the areas of: improving and sustaining student growth and achievement; using target supports to meet student needs through Multi-Tiered System of Supports (MTSS); developing, retaining, and sustaining highly-qualified school leaders and teachers; engaging all stakeholders (families, community and partners); and building a strong community intensely focused on student learning. According to the PPEMP, schools not supported by BT are receiving CDE Grants such as the Connect to Success Grant, the Turnaround Network Grant, and the Diagnostic Review Grant to support implementation of specific turnaround strategies.
	5.2: Leadership has demonstrated an ability to produce positive returns on State investment and uses resources effectively.	<ul style="list-style-type: none"> Programs and initiatives are designed to support turnaround efforts and have demonstrated results. Leadership seeks resources aligned to its improvement efforts and programs/initiatives with high academic return on investment. Any additional resources received (i.e., specialized grant funding) are aligned, strategic, and showing evidence of results. Leadership treats resources flexibly and implements focused improvement efforts with a focus on early wins. 	<ul style="list-style-type: none"> Evidence of the results of previous initiatives. (<i>See Data Narrative, Target Setting, data dashboard, TELL data.</i>) The PPEMP indicates that data used to select BT as an external partner resulted in their work in Vail, AZ where, in a four-year implementation period, the Vail School District climbed from less than 20% of students proficient in math to over 80% of students proficient in math (as measured by the annual Arizona summative assessment). Additionally, the document reports that the significant increases in student performance were not only sustained, but continued to increase and that Vail consistently outperforms the state by 20-to-30 percentage points and remains in the top five highly rated districts in AZ. According to the 2017 District Performance Framework, Adams County 14 moved from Turnaround to Priority Improvement. As mentioned in a video on the Adams County 14 website, the superintendent reported that three schools (Alsup Elementary, Monaco Elementary, and Adams City Middle School) moved up one

State Review Panel Document Review
Feedback Form 2018-19

			<p>level in the accreditation standings and one of the middle schools (Kearny) moved to Performance.</p> <ul style="list-style-type: none"> According to the PPEMP, Pathway Grant funds were used to explicitly seek stakeholder input during Fall 2016 through Superintendent Forums with ongoing community and stakeholder communication regarding pathway implementation and progress monitoring, along with a plan to continue to flow through the semi-monthly Superintendent Forum meetings. Various meetings in Spring 2017 sought to provide context and further communication about the external management selection of BT. The DAAC and the local Board of Education were engaged during this time to communicate intentions and collect feedback. Additional meetings were held to ensure feedback loops were conducted with staff, as well as with the teachers' union representatives. The PPEMP indicates that the Board of Education allocated nearly \$500,000 in the 2015-16 school year to special technology projects for doubling the bandwidth and to add a wireless access point to every classroom in the entire district. The Board again allocated another \$500,000 to purchase Chromebooks for a 1:1 initiative during the 2016-17 school year to support all district schools. The PPEMP states that, in response to the need for a common resource aligned to the Colorado Academic Standards and State assessments, the School Board allocated \$1.2 million from reserves to purchase Benchmark Reading resources for grades K-5 in 2016-17 and allocated one-time funding of \$1 million tax refund to Curriculum and Instruction to support the external management partnership with BT.
<p>5.3: Students demonstrate academic progress over time.</p>	<ul style="list-style-type: none"> Students demonstrate progress on internal measures linked with the school/district's promotion or exit standards. The performance of student subgroups on State assessments demonstrates that the school/district is making progress toward eliminating achievement gaps. Students meet proficiency and grade-level targets across subjects and grade levels on 	<ul style="list-style-type: none"> Achievement and growth data trend up. <i>(See Data Narrative, Target Setting, data dashboard.)</i> Results of interim assessments show progress. <i>(See Data Narrative, Target Setting.)</i> 	<ul style="list-style-type: none"> The district's achievement and growth data have been inconsistent and below State expectations over the past several years. The 2017 DPF shows that the district is on Year 7 of Priority Improvement or Turnaround. The ratings show that the district is Accredited with Turnaround status in 2010, 2011, and 2012; Accredited with Priority Improvement in 2013 and 2014; Accredited with Turnaround in 2016; and Accredited with Priority Improvement in 2017. The 2017 DPF summary shows that the district does not meet expectations in the academic achievement area at every level and in

State Review Panel Document Review Feedback Form 2018-19

	<p>norm-referenced benchmark assessments and State assessments.</p> <ul style="list-style-type: none"> • Matched cohorts of students who score proficient or advanced (or equivalent) on State assessments maintain or improve performance levels across continuous enrollment years. • The percentage of all students performing at proficient or advanced (or equivalent) on State assessments increases over time. • Students demonstrate academic growth as measured by value-added or State growth percentile measures. • Students demonstrate progress toward attaining expected knowledge and skills as measured by interim assessments. 		<p>every single student group category, meeting 0 out of 44 indicators. The DPF also shows that the district does not meet expectations in the postsecondary and workforce readiness area, where they met State expectations in 0 of 9 indicators. The district is approaching in the academic growth area at the elementary and high school levels, and meeting at the middle school level.</p> <ul style="list-style-type: none"> • The CDE District Dashboard shows the dropout rates of the district to be significantly higher than the State, with the district at 7.9% in 2016-17, compared to the State at 2.3%. The Dashboard also shows the district is well below the State expectation for 4-year graduation rates, with the district graduation rate at 65.6% in 2017-18, compared to the State at 79%. • The CDE District Dashboard states that the district's mobility rate has increased over the years, from 16.7% in 2013-14 to 19.2% in 2016-17; the overall attendance rates have been somewhat consistent, with a 90.8% in 2017-18, slightly below the State expectation of 92.5%. • The UIP Prior Year Targets were not met in any of the three areas: <ol style="list-style-type: none"> 1. Every student will meet State and local expectations in achievement and growth in every content area across the district; 2. Every student will graduate within 7 years and will be prepared to succeed in postsecondary and/or workforce pathways; and 3. Every student will be at grade level across the district with no students having a significant reading deficiency.
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State Review Panel Document Review
Feedback Form 2018-19

6. There is necessity that the school/district remain in operation to serve students.		[X] Yes [] No [] Unable to Assess	
State Review Panel Criteria		Look-Fors	Evidence
6.1: The school/district is mission-driven and its mission and vision meet a unique need.	<ul style="list-style-type: none"> All stakeholders share an understanding of, and commitment to, the mission and vision. School/district programs reflect the mission and vision. The mission and vision guide decisions about teaching and learning. The mission and vision meet the needs of an identified student population. 	<ul style="list-style-type: none"> Population of students served is clearly identified. <i>(See Data Narrative.)</i> Mission/vision are evident in plan or publicly available information. <i>(See website, Data Narrative.)</i> 	<ul style="list-style-type: none"> According to the PPEMP, Adams County 14 is located North of downtown Denver in Commerce City and is the 26th largest school district. The district serves 7,500 students who speak more than 25 different languages. The student population is 88% students of color, 84% students qualifying for free and reduced-price lunch (FRL), and 49% who are English language learner (ELL) students. The PPEMP states the district engaged parents, community members, and school leadership in a Superintendent Parent Forum for a vision-building session. Both a mission of Inspire, Education, Empower and a vision were created. The vision states, "Adams 14 students, families, staff, community members, and partners will unite to ensure that our students will graduate with the Adams 14 Seal of Biliteracy, two years of college or an associate degree, an apprenticeship certificate or an alternative pathway while demonstrating critical thinking, communication, collaboration, creativity and cultural global competency skills in an ever-changing world." The PPEMP states that the district believes that in order to achieve its vision, families and community need to be educated, engaged, and empowered. At the Superintendent Parent forums, the district received input from parents regarding what kind of schools they would like to see in the district. The district Turnaround Plan, which includes the mission and vision, is located on the district website.
6.2: There are no other viable options for enrolled students that will likely lead to better outcomes.	<ul style="list-style-type: none"> There are limited other school/district options available (e.g., online, charter, district). The school serves an isolated and/or remote community. Closure would have a significant negative impact on the community. Comparison schools do not promote better student outcomes. 	<ul style="list-style-type: none"> Number of other available district, online, or charter options and their performance. <i>(See data dashboard, Websites.)</i> 	<ul style="list-style-type: none"> Closure of the district would have a negative impact on the community. Other school/district options are not available in the community. According to the State Review Panel Recommendation in June 2015, closure is not an option; schools across the district are already 6% above capacity.

State Review Panel Document Review
Feedback Form 2018-19



COLORADO
Department of Education
EXHIBIT 2

		<ul style="list-style-type: none">• Performance of neighboring districts. <i>(See data dashboard, Websites.)</i>• Performance of comparison schools. <i>(See data dashboard, Websites.)</i>	
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RESOLUTION NUMBER 19-005**BOARD OF EDUCATION
ADAMS COUNTY SCHOOL DISTRICT 14
COMMERCE CITY, COLORADO**FILED: June 12, 2019 4:58 PM
FILING ID: DD521A5CBE935
CASE NUMBER: 2019CV32304**RESOLUTION SELECTING MGT OF AMERICA CONSULTING, LLC AS LEAD
MANAGEMENT PARTNER**

WHEREAS, on November 27, 2018, the Colorado State Board of Education (the "State Board") issued an Order extending its stay of the removal of the Adams County School District 14's (the "District's") accreditation conditioned on the Board of Education (the "Board") of the District selecting a public or private entity to serve as lead partner with the Board in the management of the District;

WHEREAS, on February 12, 2019 following reasonable public notice and the thorough engagement of community stakeholders, the Board adopted Resolution No. 19-002, selecting Mapleton Public Schools, legally known as Adams County School District No. 1 ("Mapleton"), to serve as lead partner with the Board in the management of the District because it demonstrated it can best meet the requirements of the Request for Qualifications/Proposal ("RFQ/P") and the State Board of Education's Order, as recommended by the District community;

WHEREAS, on March 14, 2019, the State Board reviewed the Board's selection and several members of the State Board expressed concerns about Mapleton's ability to meet all the requirements of the November 27, 2018 Order without outside help;

WHEREAS, the State Board passed a motion "to continue [it]s consideration of this matter to a future meeting" and "request[ed] that Adams County School District 14 work with Mapleton Public Schools and/or others to strengthen its application by identifying additional partners with whom they will work";

WHEREAS, on March 19, 2019, Board President Connie Quintana sent a letter to the President of the Mapleton Board of Education, asking whether Mapleton is willing to follow the State Board's request and strengthen its application by identifying additional partners;

WHEREAS, on March 25, 2019, the Board adopted Resolution No. 19-004, in which it stated its willingness to work with Mapleton to strengthen its application by identifying MGT of America Consulting, LLC, in association with the University of Virginia Darden/Curry Partnership for Leaders in Education ("MGT/UVA"), which was widely regarded as the community's second recommendation, as additional partners with whom it will work with the Board in the management of the District;

WHEREAS, on April 8, 2019, representatives from Adams 14, Mapleton, and the Colorado Department of Education ("CDE"), including Board President Quintana, Mapleton's Board President and Superintendent, and CDE's Deputy Commissioner, met face-to-face to discuss the State Board's motion and next steps regarding the potential management partnership;

WHEREAS, by the end of the meeting, it was apparent that there would not be an amended application, and Adams 14 and Mapleton were unlikely to complete a viable management partnership that would meet the State Board's approval;

WHEREAS, on April 11, 2019, the State Board rejected Mapleton's selection, leaving the Board 14 days in which to select another entity to serve as lead partner in the management of the District; during discussion, members of the State Board expressed concerns about the track record and capacity of the community's second recommendation, MGT/UVA, which it had just approved as the management partner of schools in Adams-Arapahoe 28J School District and Pueblo School District 60.

WHEREAS, immediately after the State Board's action, District representatives began reaching out to the remaining finalists evaluated by community stakeholders to explore continuing interest in serving as lead management partner and ensure mutually acceptable terms could be reached that would meet the State Board's approval;

WHEREAS, the Board held study sessions to hear from MGT/UVA on April 16, 2019 and Empower on April 22, 2019; the Board also heard from Schools Cubed during a data study session on April 17, 2019;

WHEREAS, MGT/UVA demonstrated it has heard the State Board's concerns and is bringing in additional professionals with extensive experience improving struggling schools and school districts with similar student populations;

WHEREAS, MGT/UVA is also actively engaged in including Schools Cubed as an additional partner in the management of the District;

WHEREAS, the community identified the following specific strengths of MGT/UVA: 1) "understand data and analysis"; 2) "large team with lots of resources" and "connections"; 3) "leadership program has lots of choice"; 4) "understanding of the process of change and the challenges"; and 5) "they have done work like this before";

WHEREAS, the District administrators identified the following strengths of MGT/UVA: 1) "consultants are local and have 45 years of experience with turnaround schools"; 2) "they have the capacity (150 experts) to create transformational change in Adams 14" and "have done this in districts throughout the United States and in Colorado"; and 3) they have "experience working with the Office for Civil Rights";

WHEREAS, District administrators spoke with representatives of Aurora Public Schools and Caddo Parish Public Schools and received very positive information about those districts' experiences working with MGT and UVA;

WHEREAS, the Board has concerns about Empower's capacity to begin transformative work once a management contract is signed, as Empower has indicated the extended selection process has prejudiced its ability to obtain high quality school operators for the 2019–20 school year, which was a major component of the split screen strategy described in its application;

WHEREAS, the Board is also concerned that Empower's reliance on a community-based management board will not be successful, given that it will require robust community engagement, and among the finalists, Empower's candidacy garnered the least amount of support from community stakeholders;

WHEREAS, like the community, the Board is concerned that Empower has not elaborated on numerous important details in its application despite several opportunities to provide clarification; and

WHEREAS, the Board's process of selecting a lead partner has now consumed four months, and it is in the best interests of the District's students, parents, employees, and community move the selection process forward as required by the State Board's November 27, 2018 Order.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Adams County School District 14 that it selects MGT of America Consulting, LLC, in association with the University of Virginia Darden/Curry Partnership for Leaders in Education, as lead partner with the Board in the management of the District, as follows:

1. MGT/UVA has demonstrated it can best meet the requirements of the RFQ/P and the State Board's Order. For example, MGT uses research-based strategies and has an impressive proven track record of success managing and working with school districts and schools across the United States, including schools in Colorado, in systemic improvement and turnaround work to address the achievement gap, rigorous attainment of learning standards, teacher training, and leadership development. Initial results from MGT's management of Nocatee Elementary School in Florida and the Gary Community school district in Indiana, for example, are promising, and instructional intervention in Madison and Hamilton County Public Schools in Florida resulted in measurable improvement and higher school accountability grades after just seven months. MGT itself has 45 years of experience, including professionals with 25 years of system leadership in Colorado, helping public school districts and schools achieve success. MGT demonstrated that it understands data and analysis, as well as the components of successful schools and a successful school system in a wide variety of communities, including those similar to the District. MGT/UVA affirmed that it honors local control and works to build trust and faith in the community, so it will support and be actively engaged in turnaround efforts.

2. With a staff of more than 110 experts, including an experienced former Superintendent of a high-performing local school district as Colorado Project Manager, an extended network of qualified subconsultants, and a strong background in academic, financial, operations, governance, and community engagement work, MGT has demonstrated it has the capacity to create transformational change in the District, meet the specific needs of all the District's students, including its minority, low income, non-native English speaking, and disabled students, and improve the recruitment and retention of effective, highly qualified teachers and leaders. MGT further demonstrated it can provide practical, proven, and collaborative management by combining nationally recognized best practices with customized support that will further the District's mission of inspiring, educating, and empowering every student to succeed in the 21st Century, in partnership with the community, all while building an equitable and inclusive district-wide culture and climate free of bullying, discrimination, and harassment. MGT also employs staff with many years of cumulative experience working with the U.S. Department of Education Office of Civil Rights and is familiar with both overarching legal rights and the requirements of the District's resolution agreements. Unlike other EMO applicants, MGT clearly indicated it is able to devote at least seven employees to work with the District on a full-time basis. MGT also affirmed its willingness to team with existing District staff to achieve school transformation and deliver an environment of continuous improvement that is ultimately sustainable.

3. MGT greatly complements its expertise and capacity by including UVA in its management partnership. UVA empowers leaders to ignite system and school change by building leadership capacity at both the district- and school-level to maximize efforts of others, identify and solve problems, rethink organizational design, and define a pathway to transformational student outcomes. UVA has 16 years of experience, with 8 years in Colorado, and it offers a well-regarded school leadership development program that emphasizes improving school system conditions through leadership, differentiated support and accountability, talent management, and instructional infrastructure. Like MGT, UVA similarly has a proven track record of success working with school districts and schools across the United States, including those in Colorado. Recent results show 85% of schools working with UVA that started below state average closed the gap, and 18% of participating schools closed the average by over 20-points within two years. Of the 28 Colorado schools UVA has worked with that have more than two years of results, 16 moved up at least one performance plan rating, which for 12 schools meant exiting the accountability clock. Including Schools Cubed as an additional partner would further enhance MGT's capacity and expertise. The Chief Educational Officer of Schools Cubed has 27 years as a special education teacher, principal at the elementary and middle school levels as well as a district leader, and at the state department of education. School Cubed is currently working with the District on improving early literacy, with encouraging early results. It also has worked on transformative improvement in Colorado and several other states, including a school in Missouri and statewide projects in Mississippi, Arizona, and Utah.


AND, BE IT FURTHER RESOLVED that the Board of Education of Adams County School District 14 requests MGT of America Consulting, LLC, in association with the University of Virginia Darden/Curry Partnership for Leaders in Education, collaborate with the Board, its counsel, and District staff in further strengthening of its application, as may be appropriate, beginning contract negotiations, and preparing to present the management partnership to the Colorado State Board of Education at its regular meeting on May 8–9, 2019.

The reports and recommendations referenced above and in Resolution No. 19-002, including the District's turnaround plan, the submissions of all management partner applicants, District administration and community feedback, and all records of public comment, are hereby incorporated into this Resolution and made part of the official record.

ADOPTED AND APPROVED this 23rd day of April 2019.



ATTEST:


 Harvest Thomas
 Vice President/Secretary, Board of Education


 Connie Quintana
 President, Board of Education

DATE: April 23, 2019

**EXTERNAL MANAGEMENT AGREEMENT BY AND BETWEEN
ADAMS 14 SCHOOLS SUCCEED, LLC AND
ADAMS COUNTY SCHOOL DISTRICT 14**

FILED: June 12, 2019 4:58 PM
FILING ID: DD521A5CBE935
CASE NUMBER: 2019CV32304

THIS EXTERNAL MANAGEMENT AGREEMENT (the “Agreement”), is made and entered into as of June 15, 2019 (the “Effective Date”), by and between ADAMS 14 SCHOOLS SUCCEED, LLC, a Colorado Limited Liability Company whose principal office is located at 4320 W. Kennedy Blvd, Tampa, FL 33609 (“A14SS”) and ADAMS COUNTY SCHOOL DISTRICT 14, located at 5921 East 60th Avenue, Commerce City, Colorado (“the District”), and sets forth agreements pursuant to which A14SS shall be engaged by the District. A14SS and the District are collectively referred to here as “the Parties.”

RECITALS

A. The District is a public school district, organized under the laws of the State of Colorado and governed by the Adams County School District 14 Board of Education (“the Board”) pursuant to Article IX, Section 15 of the Colorado Constitution.

B. Pursuant to an Order of the State of Colorado Board of Education (the “State Board”) dated November 27, 2018 (the “State Board Order,” attached here as Exhibit A), the Board has pursued an appropriate selection process to identify a Lead Partner entity (“Lead Partner”) to work as an external management partner organization (“EMO”) with the Board to manage the District using research-based strategies that have a proven track record of success in systemic improvement and turnaround work for schools, with community stakeholder engagement, and the capacity to fulfill the duties imposed by the U.S. Department of Education’s Office of Civil Rights (“OCR”) upon the District pursuant to the terms of the District’s resolution agreements with the OCR, as well as all other applicable laws.

C. A14SS is a Colorado limited liability company. It is a wholly-owned subsidiary of MGT of America Consulting, LLC (“MGT”), a Florida limited liability company and a leading provider of external management support to schools.

D. After a selection process and procurement undertaken in accordance with the District’s policies and procedures and the State Board Order, the Board has selected A14SS to act as the Lead Partner and EMO for the District to fulfill the State Board Order.

E. Pursuant to the Order, the Board hereby delegates to A14SS all formal decision-making authority needed to administer the affairs and programs of the District as the District’s EMO, subject only to the limitations mandated by the Colorado Constitution and statute, and to the Board’s retained authority as provided in District Policy BBA (attached hereto as Exhibit B) (“Retained Authority”) and. Subject to the Retained Authority, the Board’s grant of authority

and responsibility to A14SS as the EMO specifically includes the following authorities (collectively, the “Delegated Authorities”):

1. **Personnel/staffing.** A14SS shall have authority over recruiting and retaining personnel, taking necessary action to staff the district appropriately, such as teacher and administrator placement, transfer, and evaluation, recommending to the Board the non-renewal or renewal of employment contracts, action on at-will employees, and action on the superintendent’s contract, as well as exercising responsibility for employee group negotiations and recommending to the Board needed changes to the District’s collective bargaining agreements;¹
2. **Professional development and training.** A14SS shall have authority over the selection and schedules for professional development of teachers and administrators, including by providing coaching, mentoring, and training around instructional observation and feedback;
3. **Implementing an instructional program.** A14SS shall have authority to implement an instructional program, including developing/recommending curriculum, assessment systems, and scheduling;
4. **Identifying needs for consulting and professional services.** A14SS shall have authority to determine whether EMO partners need to be recruited and recommended to work under the direction of A14SS in the operation of individual schools or to support particular programs;
5. **Revising innovation plans.** A14SS shall have authority to develop and recommend innovation plans at the school and district level, pursue with the Board’s approval any waivers from federal or Colorado law needed to optimize student outcomes, and evaluate and make a recommendation on charter school applications;
6. **School climate and culture.** A14SS shall have authority to implement systems including student referral and discipline, multi-tiered systems of support, PBIS, restorative practice, and training regarding the same;
7. **Budgetary discretion.** A14SS shall have authority to manage the District’s annual budget as adopted by the Board, including state and federal grant dollars that are allocated to the District;
8. **Policy evaluation.** A14SS shall have authority to evaluate District policies and recommend amendments, revisions, or deletions;
9. **Operational excellence.** A14SS shall have authority to ensure operational excellence at the school and district level, coordinate community engagement efforts, and support ongoing local governance training for the Board, to drive substantive school and District improvement;

¹ If collective bargaining is undertaken pursuant to this provision, the District agrees to pay reasonable attorney fees and costs for the negotiation and drafting of any such collective agreements.

10. **Beyond Textbooks.** A14SS shall have authority to determine whether to continue provisions of the District's Revised Pathways Proposal from 2017, including but not limited to the District's partnership with Beyond Textbooks; and
11. **Other authority.** If A14SS reasonably needs other and further authority to create systemic improvement in teaching, learning, staff development, stakeholder engagement and other aspects of managing the District, or requires greater flexibility and freedom to implement its management programs, it may request delegation of such authority. The Board shall give appropriate consideration to all such requests and not unreasonably withhold its approval.

F. A14SS agrees to serve as Lead Partner and EMO to the District, agrees to perform the Scope of Work described in this Agreement, and acknowledges and accepts the Delegated Authorities and responsibilities to be performed in accordance with the Order and the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the terms and conditions stated below, and other good and valuable consideration, the Parties agree as follows:

I. SCOPE OF WORK

A14SS' scope of work services as the Lead Partner EMO (the "Services") shall be set out in this Agreement and one or more Annexes to this Agreement. Each Annex, upon execution by both Parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the Services to be performed by A14SS, key A14SS staff members assigned to assist in the performance of such Services, and the payment terms for such Services, as well as any other details specified by the Parties. Should the Parties mutually agree to change in any material way the Services as described in any Annex, an adjustment to A14SS's fees and promised delivery dates for such Services may be required. A14SS acknowledges that events outside the direct control of the Board, such as an order from the State Board providing for the closure, conversion, or external management of a District school, may necessarily reduce the Scope of Services and require an adjustment of A14SS's fees. A14SS undertakes to advise the District promptly should any such adjustment be necessary and to negotiate with the District, in mutual good faith, to arrive at a mutually acceptable revision to the applicable Annex.

As described in this Agreement and the Annexes, A14SS shall be responsible and accountable to the District to provide the Services. The Scope of Services described in the Agreement and the Annex(es) shall be the definitive statement of the Services to be provided by A14SS as the result of the negotiation and agreement between the Parties. For those actions of the Lead Partner EMO that require formal action by the Board, the Board will give appropriate consideration to the recommendations of A14SS and will not unreasonably withhold its

approval. A14SS's responsibility is expressly limited by: (a) budget and staffing for the District as reflected in any Annex, as approved and amended from time to time by the Board, and (b) solely to the extent expressed in Section IX.U. below, the availability of state and local funding to pay for the Services.

A14SS shall provide regular updates to the Board concerning the Services, on at least a monthly basis, including keeping the Board informed on the condition of the district's educational and support system. A14SS shall manage the Services to meet federal, state and local requirements, and the requirements imposed by this Agreement, unless such requirements are waived by the Board.

The Parties shall timely notify the other of any anticipated or known: (i) material health or safety issues, (ii) material labor, employee or funding problems, or (iii) problems of any other type that could materially and adversely affect the District's compliance with applicable law or the ability of either Party to perform this Agreement.

II. STAFFING

A14SS shall assign such staff members as identified in the applicable Annex to perform the Services, with backup Services provided by off-site employees and contractors. Should any of the employees listed in an Annex be unable to perform the Services, A14SS may substitute another similarly-qualified staff member as provided under the Delegated Authority and the terms of this Agreement; however, A14SS shall have, at its reasonable discretion, the right to substitute alternative similarly-qualified staff, consistent with the Delegated Authorities and pursuant to the terms of the Agreement. **All other persons that engage in activities at or for the District shall be employees of, contractors to, or volunteers of the District (the "District Staff"), and A14SS shall have no liability to or for such District Staff (i) under the terms of any District work agreement, employee benefit plan, worker's compensation program, tax withholding system or any other obligation of an employer to its employees or a contractor to its contracted parties, or (ii) for any action in tort, contract or other cause of action based upon the activities of District Staff and not involving A14SS or MGT employees or contractors.**

III. STANDARDS

A14SS shall perform all Services in a diligent, safe, and workmanlike manner, using its judgment pursuant to the highest standards of the profession for the Services. A14SS represents that the work performed will be in conformance with all applicable laws, statutes, rules, regulations, ordinances, and codes, and the orders of any governmental bodies that have been issued with regard to the District and of which A14SS has been made aware by the District. If A14SS's performance does not conform to such standards and the District notifies A14SS of same, A14SS agrees to immediately take all reasonable action necessary to remedy the

nonconformance, subject to the provision in Section I above regarding material adjustments to the Services as described in an amendment to an Annex.

IV. FEES AND DISBURSEMENTS

A14SS shall provide the Services for the professional fees set forth in the applicable Annex. Unless otherwise expressly stated in this Agreement, all necessary labor, licenses, materials, supplies, reimbursables, and other items necessary to complete the Services shall be part of and not in addition to the professional fees set forth in the applicable Annex.

All payments to A14SS shall be paid upon receipt of A14SS' invoices, which shall be issued no more than once every thirty (30) days. Invoices shall be delivered by A14SS to the District using the process for Notice provided in Section IX.Q. below, and shall be submitted in accordance with the payment schedule set forth in the applicable Annex. Payment shall be made by direct deposit by electronic funds transfer to the financial institution designated by A14SS in writing. A14SS reserves the right to impose an interest charge equal to one percent (1%) per month (12% per annum) upon any invoice that is unpaid thirty (30) days after receipt by the District.

V. INDEPENDENT CONTRACTOR

A14SS understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between A14SS, MGT, or any of A14SS and MGT's employees and contractors, and the District. A14SS shall perform all Services using its judgment and expertise as an independent contractor and not as an employee of the District. **A14SS acknowledges that it is not entitled to workers' compensation, unemployment compensation or any other benefits from the District and that A14SS is obligated to pay or withhold for A14SS and MGT's employees and contractors any federal, state, local and other taxes on any monies earned or benefits received through the provision of EMO services for the District pursuant to this Agreement.**

Neither A14SS nor any agent or employee of A14SS or MGT shall be an agent or employee of the District, nor shall any of them have any authority, express or implied, to bind the District to any agreement or incur any liability or obligation attributable to the District, except as expressly provided for in this Agreement or the applicable Annex. Notwithstanding the above, the District, through its District Superintendent (or her or his designee) and the Board shall cooperate and act promptly to execute such agreements, take such actions, enact such District policies and procedures, and take such other actions as may be reasonably necessary for A14SS to carry out the Delegated Authorities.

VI. INTELLECTUAL PROPERTY

To the extent A14SS creates any work product, including without limitation, memoranda, photographs, spreadsheets, drawings, reports, data, submittals, and designs or plans or similar materials relating specifically to the Services (collectively “Work Product”), such Work Product shall become the intellectual property of the District. Work Product shall be delivered to the District during the course of performance of the Services and the District shall retain its intellectual property rights in the Work Product upon the earlier to occur of the completion of the Services, termination of this Agreement by either Party or material breach of this Agreement by A14SS. Work Product may be used by the District for any purpose within the District, but may not be sold or transferred to third parties. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, A14SS hereby assigns to the District the ownership of copyright in the deliverable items and the District shall have the right to obtain and hold in its own name copyrights, which may be available in the deliverable items. A14SS agrees to give the District all assistance reasonably required to perfect such rights.

The District acknowledges that MGT, the parent organization of A14SS, is an educational consulting and management firm that has a history of operations, and continues to operate, around the United States. A14SS, as a wholly-owned subsidiary, may use materials developed by A14SS or MGT prior to A14SS entering into this Agreement, and A14SS and MGT may develop in the future or currently own other patent, trade secret, copyright, and other proprietary rights in techniques, concepts, documents, analytical programs, and other intellectual property that were not conceived or first produced by A14SS in the performance of this Agreement (collectively “MGT / A14SS IP”). MGT / A14SS IP is proprietary to MGT and/or A14SS and shall remain MGT and/or A14SS’s exclusive property. To the extent that any MGT / A14SS IP materials are contained in the Work for Hire, MGT and A14SS grant to the District an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, reproduce, display, perform, distribute (internally or externally) copies of and prepare derivative works based upon, such MGT / A14SS IT materials and derivative works thereof, to the same extent as if such incorporated MTG / A14SS IT materials were Works for Hire under the terms of this Agreement.

Neither A14SS nor MGT shall be responsible to provide to the District any materials owned by or licensed from third parties (the “Third Party Materials”) that are (i) recommended by A14SS for the District’s procurement or use, (ii) included in the Work Product, or (iii) a useful adjunct to the Work Product. The District shall be responsible, at its sole cost and expense, to obtain appropriate licenses to (i) use, reproduce, distribute, publicly perform, publicly display, modify and prepare derivative works of such Third Party Materials and (ii) obtain a license or sublicense as may be required to obtain any of required rights for such uses. A14SS shall inform the District of all Third Party Materials for which a District license or sublicense may be required, and shall assist the District to secure permission relating to any such

Third Party Materials. A14SS shall also notify the District of any limitations placed on the use of Third Party Materials when used by the District through any sublicense from A14SS.

VII. SPECIAL PROVISIONS

Items checked in this Section are hereby incorporated into this Agreement as terms thereof:

- ☒ **Workers Compensation Insurance** shall be maintained to comply with Colorado statutory provisions, including any required flow down, occupational disease provisions for all employees per statutory requirements, and employer's liability, which must have limits of at least: \$100,000 per accident, \$100,000 disease, each employee and \$500,000 accident/disease policy limit. Such policy shall contain a waiver of subrogation in favor of the District. A14SS shall also require each subcontractor to furnish workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, A14SS accepts full liability and responsibility for subcontractors' employees.
- ☒ **Professional Liability Insurance** shall be maintained with coverage limits for each occurrence or claim of \$2,000,000, if professional services are provided under this Agreement.
- ☒ **Comprehensive General Liability Insurance** shall be maintained to protect A14SS from all claims for bodily injury, including death and all claims for destruction of or damage to property, including loss of use therefrom, arising out of or in connection with any operations under this Agreement, whether such operations be by A14SS or by any subcontractor under it or anyone directly or indirectly employed by A14SS or by a subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

General Aggregate \$2,000,000

Products - Completed Operations Aggregate \$2,000,000

Each Occurrence \$1,000,000

Personal Injury \$1,000,000

This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess insurance to that provided by A14SS.

- ☒ **Comprehensive Automobile Liability Insurance** shall be maintained including coverage for liability arising out of any auto (including owner, hired, and non-owned autos), and including coverage for all power mobile equipment used by A14SS on District property, with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the District. This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess insurance to that provided by A14SS.
- ☒ **Certificates of Insurance** must be submitted to the District before starting work. Insurance certificates must show coverage of all checked insurance requirements, and must contain an endorsement naming the District as an additional insured. All coverages required herein shall be continuously maintained through the Term of this Agreement, to cover all liability, claims, demands, and other obligations assumed by A14SS pursuant to this Agreement. If the expiration date of the insurance certificate is prior to final completion, A14SS shall provide a new certificate of insurance prior to thirty (30) days from the expiration of the current policy. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. A14SS shall require that all of its agents and subcontractors also comply with these insurance requirements. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of A14SS.
- ☒ **Sales and Use Taxes.** The District is exempt from the payment of any state, and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance of Services. A14SS shall not include any of these taxes in any professional charges or invoices to the District.
- ☒ **Background Investigations and Finger Printing.** Any employee, contractor, agent or other representative of A14SS, whether or not in paid status, must agree to be finger printed and submit for the District's standard background investigation if that employee, contractor, agent or other representative of A14SS will provide direct services to the District's students or will have unsupervised access to any District student while performing the Services under this Agreement. No person who has been convicted of, pled no contest to, or received a deferred sentence or deferred prosecution for any crime involving a child will be allowed to work on District property, with District staff or students, or have access to District information. A14SS shall pay for the costs of such investigation and fingerprinting utilizing its contracted background check agency or the

Colorado Bureau of Investigation. In its sole discretion, the District may conduct a short-form background check of any employee, contractor, agent or representative of A14SS who will have access to a school building while students are present and who thereby may have incidental contact with students while performing the Services in accordance with its volunteer policy. A14SS shall maintain records of all background investigations undertaken pursuant to this paragraph and provide them to the District upon request. If needed and requested by the District, A14SS agrees to provide the District with the dates of birth and Social Security numbers of its employees, contractors, agents or representatives in order to conduct these background checks. The District shall employ up-to-date and commercially reasonable security measures to ensure the privacy and security of such information.

VIII. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date through September 30, 2023 (the "Expiration Date"), subject to earlier termination as provided in the Agreement. This Agreement may be terminated, in whole or as to any specific Annex, upon written notice to A14SS, for good cause as reasonably determined by the Board, including: 1) a substantial decrease in the performance of the District or the District's schools as measured by the Colorado Department of Education on the District and School Performance Frameworks; 2) the commission of a misdemeanor or felony crime against a District student or District property by any A14SS or MGT employee or contractor; 3) an increase in the performance of the District such that it is rated at the Improvement level or higher by the Colorado Department of Education on the District Performance Framework for at least two consecutive years; 4) an Order from the State Board releasing the District from its obligation to contract with a lead partner EMO in the management of the District or providing for the selection of another lead partner EMO to replace A14SS; and/or 5) a financial inability of the District to appropriate funds necessary to pay A14SS's professional fees. A14SS shall not terminate this Agreement prior to June 15, 2021, without the written consent of the District, other than for nonpayment by the District. After June 15, 2021, this Agreement may be terminated by A14SS for good cause upon written notice to the District and the State Board. Termination of the Services in any Annex, or of the Agreement as a whole, shall be effected by delivery of a termination Notice at least ninety (90) days prior to the termination effective date, specifying the date on which such termination is to become effective. A14SS shall be paid any and all payments due through the termination effective date including any Incentive Payments as defined in any Annex if the goals that underlie the accrual of such Incentive Payments have been materially accomplished. If any Annex provides for reimbursement of costs by the District to A14SS, the District may conduct an audit to determine A14SS's reasonable costs expended to the date of cancellation. A14SS will be reimbursed for the time period of Services provided to the District from the Effective Date to the termination

effective date, as shown in the compensation schedule provided in the applicable Annex, and shall not be reimbursed for any anticipated post-termination profit.

IX. GENERAL PROVISIONS

A. Insurance Requirements

Notwithstanding any other provision of this Agreement, failure on the part of A14SS to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the District may immediately terminate this Agreement, or at its discretion, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all reasonable premiums in connection therewith, and all money so paid by the District shall be repaid by A14SS to the District upon demand. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of A14SS.

B. Licenses, Taxes, Permits, and Fees

A14SS shall obtain, at its own expense, all licenses and permits and pay all applicable taxes and fees, in the execution of the terms of this Agreement, including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

C. General Indemnification

A14SS agree to indemnify, hold harmless and defend the District, its agents, servants, volunteers, and employees from any and all claims, judgments, costs, and expenses, including but not limited to reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which the District, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of (i) the Services furnished by A14SS or it or MGT's agents, servants or employees or (ii) the negligence of A14SS or the negligence of A14SS or MGT's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the District's property, and injury or death of any person whether employed by A14SS, the District or otherwise. This indemnification does not cover any obligations, claims,

penalties or other actions imposed upon the District by the Colorado State Board of Education, and does not include all or any portion of claim, demand, judgment, cost, expense and other damage incurred as a result of the District's actions and decisions taken prior to the Effective Date.

The parties understand that under Colorado law, except in very limited circumstances, a public entity cannot indemnify a private entity. Accordingly, only to the extent permitted by Colorado law, the District shall indemnify A14SS, MGT, and their present and former officers, directors, employees and agents (collectively, the "Indemnitees") for reasonable expenses, costs and attorney's fees incurred by A14SS to defend against such claims or actions on behalf of itself, for any loss, judgment or expense which any Indemnatee may incur as the result of any claim, lawsuit, or administrative proceeding, compliance order, or other action made or brought against such Indemnatee or in which such Indemnatee is asked to or must participate, based upon any materials A14SS prepares, publishes or disseminates for the District, and/or based upon information provided or approved by the District prior to its preparation, publication or dissemination, as well as for any claim or suit arising out of the nature or use of the District's products or services or from any Indemnatee's relationship with the District. The indemnification will not apply to losses or expenses that result from any Indemnatee's gross negligence or willful misconduct.

D. Nondisclosure of Confidential Information

Except as required by court order, order of the Colorado State Board of Education, or other legally governing authority, A14SS will not disclose to any third person or entity any records or writings of the District, its employees or students, regardless of the form, that are protected by state or federal law and that may come into A14SS's possession (the "Confidential Information").

A14SS shall ensure that it, its officers, employees and agents only use such Confidential Information in order to perform the Services, and shall not without the District's prior written consent disclose such Confidential Information to any third-party nor use it for any other purpose; provided, however, that A14SS shall have the right to disclose the District's name and the general nature of A14SS's work for the District in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that A14SS can show that the relevant information:

- i) was at the time of receipt already in A14SS's possession;
- ii) is, or becomes in the future, public knowledge lawfully or through no fault or omission of A14SS;
- iii) was received from a third-party having the right to disclose it; or

- iv) is required to be disclosed by law.

A14SS acknowledges that materials used to perform this Agreement are subject to the Colorado Open Records Act (“CORA”), Colo.Rev.Stat. §§24-72-201 *et seq.* The District shall use due care, to the fullest extent allowed by law, to protect the confidentiality of any information delivered by A14SS or MGT to the District and marked or otherwise identified by A14SS or MGT as a trade secret or business confidential information as those terms are defined or used in CORA (the “EMO Confidential Information”). Notwithstanding the foregoing, if the District receives a written request under CORA for records that may include EMO Confidential Information, the District will give notice to A14SS and MGT within the time limits for response pursuant to CORA. The District shall not have any obligation to defend or initiate district court proceedings to prevent the disclosure of the EMO Confidential Information, but shall cooperate with MGT or A14SS should MGT or A14SS, in MGT or A14SS’ sole discretion and at MGT or A14SS’ sole expense, initiate any action consistent with the requirements of CORA to protect the EMO Confidential Information.

E. Equipment, Facilities, and Supplies.

All educational equipment, facilities and supplies required for the performance of this Agreement shall be the property of, and maintained by, the District. The District shall procure, upon the recommendation of A14SS and in compliance with District purchasing policies unless waived by the Board, those articles of equipment as reasonably required to achieve the outcomes sought through the Services and which fall within the approved budget of the District. The procurement of all other equipment, facilities and supplies recommended by A14SS shall be subject to the Board’s approval and appropriation of funds.

Except for those expenses incurred directly by A14SS to perform the Services (as addressed in Section IV above), all expenses related to the provision of education at the District, including without limitation all instructional materials, building supplies and maintenance, transportation, social services performed by District Staff, labor and other personnel costs of District Staff, and all other expenses of any kind or nature associated with the delivery of educational activities, District management, and use of the facilities at the District shall be the sole responsibility of the District, subject to budgeting and appropriation by the Board, and under no circumstances shall such expenses be the financial responsibility of A14SS or MGT.

F. Non-Solicitation

While this Agreement remains in full force and effect, the District shall not, without A14SS's prior written consent, hire, engage or solicit the employment or services of any person who is actively employed by or an independent contractor of A14SS or MGT except any independent contractor that had been engaged by the District prior to the Effective Date. The District acknowledges that the specialized nature of A14SS's and MGT's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, the District acknowledges and agrees that such breach would impose unique and irreparable harm upon A14SS and that A14SS shall be entitled, in addition to its other rights and remedies, to seek, by injunction or decree of specific performance, satisfaction in full of the District's obligations hereunder.

G. Risk

Any analysis, projections, forecasts, or conclusions of A14SS may be issued in reliance on the accuracy of information provided by the District as well as near-term and long-term assumptions influenced by factors outside of A14SS's control and which may adversely impact the District. Changes in the District's financial health, as well as state, local, and global economic conditions, may impact the District, the accuracy of projections or the feasibility of the Services. Additional risks to the District include but are not limited to changes to demand, competition, regulatory changes, or events of disaster. A14SS shall not be liable to the District for impacts to the performance of the Services occasioned by the impact of such risks.

H. Force Majeure

Neither Party shall be liable to the other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a Party's reasonable control.

I. Exclusion of Liability caused by Political or Regulatory Decisions

It is the express Residual Authority of the District to implement the regulatory or political decisions or actions that are required by law or required to exercise the District's political authority and these decisions may adversely affect the District's operations. The District is solely responsible for political decisions and the District's response to

regulatory challenges. A14SS cannot be held responsible for and cannot be held liable to the District for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against A14SS's recommendations.

J. Governing Law and Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Colorado (irrespective of the choice of laws principles of the state of Colorado) as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Venue for any dispute concerning the Agreement shall be exclusively in federal court located in Denver, Colorado or state court located in Adams County, Colorado.

K. Dispute Resolution Procedure

1. In the event of a dispute, controversy or claim by and between the District and A14SS or MGT arising out of or relating to this Agreement or matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either Party may initiate negotiations by providing written Notice in letter form to the other Party setting forth with particularity the subject of the dispute and the relief requested. The recipient of such Notice will respond in writing within five (5) business days with a statement with particularity of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each Party will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter may be submitted to the Judicial Arbiter Group in Denver, Colorado or other mutually agreeable independent mediation service. Any mediation shall take place in Denver, Colorado, unless agreed otherwise. The Parties understand that none of the above offers made on behalf of the District during meditation can be binding as the District is governed by the Board, which is subject to Colorado's Open Meetings Act, Colo.Rev.Stat. §§ 24-6-101 *et seq.* Therefore, the Parties understand that should any settlement offers be made, such offers are made subject to the consideration and possible approval or disapproval by the Board at a public meeting. Except as provided here, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been addressed by the negotiation discussed above in this paragraph. Either Party may propose mediation by providing to the other Party a written Notice with request for mediation, setting forth the subject of the dispute and the relief requested. Provided the Parties agree to mediate, they will cooperate in selecting a

mediator and in scheduling the mediation proceedings. The Parties will participate in the mediation in good faith and will share equally in its costs. To the full extent allowed by law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Mediation may proceed after the commencement of a civil action, if the Parties so desire or if ordered by a court of competent jurisdiction. The provisions of this clause may be enforced in court. In addition, should the dispute under this Agreement involve the failure to pay fees and/or disbursements under Section IV hereof, and the matter proceeds to litigation, the substantially prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party all of the prevailing Party's costs of such litigation including a reasonable attorneys fee, as determined by the presiding court.

2. As required by the Order, the parties acknowledge that for those actions requiring formal actions by the Board, the Board shall give appropriate consideration to the recommendations of A14SS and not unreasonably withhold its approval. If the Board rejects a recommendation of A14SS and the issue is not resolved by the negotiation process discussed above, then the Board shall issue a reasoned, written explanation for its action in the form of a board resolution and shall provide the Colorado Department of Education ("CDE") a copy of the resolution within 14 calendar days of the issuance of the action. In the event the Parties are able to resolve the issue that was the subject of the recommendation and rejection through negotiation, A14SS shall promptly report the resolution to the CDE.

L. Limitation of Liability

Notwithstanding anything else herein to the contrary, both Parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to this Agreement. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be interpreted to mean that, absent this provision, either Party would have the right to recover any such damages.

M. Undocumented Workers

A14SS certifies that it shall comply with the provisions of Colo.Rev.Stat. § 8-17.5-101 *et seq.* A14SS shall not knowingly (i) employ or contract with an

undocumented worker to perform work under this Agreement, (ii) enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented worker to perform work under this Agreement, or (iii) enter into a contract with a subcontractor that fails to contain a certification to A14SS that the subcontractor shall not knowingly employ or contract with a subcontractor that fails to contain a certification to A14SS that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under this Agreement.

N. Compliance with Law and District Policy

The Parties shall abide by all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services, including, without limitation, laws applicable to discrimination and unfair employment practices. A14SS shall abide by all applicable District policies and procedures, including without limitation, those related to the prohibited use and/or possession of alcohol, tobacco or firearms on District grounds. A14SS shall at all times strictly enforce this prohibition among its own employees, agents or subcontractors and their employees, agents or subcontractors. The safety and health of all A14SS employees and agents brought on District property are the sole responsibility of A14SS.

O. Assignment

Neither Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party. Notwithstanding the foregoing, A14SS, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to MGT or any entity controlled by, or under common control with A14SS, or its permitted successive assignees or transferees; or (ii) to any entity created pursuant to a merger, transfer, sale of assets or change of control or ownership of A14SS, or its successors or transferees, as long as approved by the Board; such approval shall not be unreasonably withheld.

P. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

Q. Notices

All notices required or permitted to be given pursuant to this Agreement (“Notices”) shall be deemed given if and when personally delivered; delivered by email, with receipt confirmed; or delivered by courier or by overnight mail delivery, in writing to the Party or its designated agent or representative at the address stated in this paragraph or at another address designated by the Party.

Adams 14 Schools Succeed, LLC
4320 W. Kennedy Blvd
Tampa, FL 33609
Attention: Louise Lopez, EVP Finance and Accounting
Email: llopez@mgtconsulting.com

MGT of America Consulting, LLC
4320 W. Kennedy Blvd
Tampa, FL 33609
Attention: Louise Lopez, EVP Finance and Accounting
Email: llopez@mgtconsulting.com

If to the District:
Adams County School District 14
5291 East 60th Avenue
Commerce City, CO 80022

Attention: Monica Aviña
Executive Assistant to the Superintendent and Board of Education
Email: meavina@adams14.org

R. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the Parties to any other Party and the receiving Party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

S. Survival

Sections VI (Intellectual Property), IX.C. (Indemnification), IX.D. (Nondisclosure), IX.F (Nonsolicitation), IX.K. (Dispute Resolution), IX.L. (Limitation of

Liability), IX.Q. (Notices), IX. U. (Debarment) and IX.X. (Immunities) of this Agreement and the payment obligations described in the Annex(es), subject to Section VIII (Term and Termination), shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

T. No Third-Party Beneficiaries

It is expressly understood and agreed that the enforcement of all terms and conditions of this Agreement and all rights and actions relating thereto shall be strictly reserved to the Parties, and nothing herein shall give or allow any claim or right of action to or by any other person or third person to this Agreement.

U. Debarment

A14SS represents and warrants that it is not (i) currently excluded, debarred, or otherwise ineligible to participate in any federal programs by application of any law, rule or regulation of the U.S. General Services Administration; (ii) convicted of a criminal offense related to the provision of items or services to the Federal Government but have not yet been excluded, debarred or otherwise declared ineligible to participate in any such federal programs, or (iii) under investigation or are otherwise aware of any circumstances which may result in exclusion from such participation. This shall be an ongoing representation and warranty during the term of this Agreement and the parties shall immediately notify each other of any change in status of the representation and warranty set forth in this section. Any breach of this paragraph shall give the non-offending party the right to immediately terminate this Agreement for cause.

V. Appropriation

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, the financial obligations of the District under this Agreement are subject to annual appropriation by the governing body of the District. The District represents that it has appropriated sufficient funds to perform this Agreement in accordance with the terms of the applicable Annexes through June 30, 2020.

W. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only agreement between the Parties respecting the subject matter hereof. Each Party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the Parties.

Any purchase order provided by the District will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

X. Immunities

The District retains all of its rights, immunities, and protections provided under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* For their acts as the authorized agent of the District under the terms of this Agreement, these rights, immunities, and protections shall extend to A14SS and its employees, agents and subcontractors for their performance of the Services to the greatest extent allowed by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

AGREED TO AND ACCEPTED:

ADAMS 14 SCHOOLS SUCCEED, LLC

ADAMS COUNTY SCHOOL DISTRICT 14

By:
Its:
Date:

By:
Its:
Date:

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

**ANNEX NO. 1
 TO AGREEMENT DATED
 AS OF JUNE 15, 2019**

This Annex No. 1 (this “Annex”) to the Agreement (the “Agreement”) by and between Adams 14 Schools Succeed, LLC (“A14SS”), and Adams County School District 14 (the “District”), is created in furtherance of the Parties’ Agreement and sets forth the Parties’ understanding pursuant to which A14SS shall provide the Services to the District.

I. SCOPE OF WORK

A14SS will provide services outlined below for the period beginning June 15, 2019 through September 30, 2023 as the Lead Partner EMO for the District.

A. General Scope of Services

1) Project Initiation and Pre-2019-20 School Year Planning

Upon execution of the Agreement, A14SS will execute initial planning and preparation tasks including:

- a) Conduct comprehensive needs assessment of district/school organization, student learning, community connection, and resource utilization, to include evaluation of vision, curriculum/instruction, leadership, finances and operational support, socioeconomics and demographic enrollment profiles, support structures.
- b) Document observations through data collection that may include interviews, focus groups, stakeholder surveys, and climate assessments
- c) Prioritize needs of schools and develop strategies for improvement including coaching allocations and areas of focus
- d) Select relevant evidence-based interventions for academic improvement and develop plan for implementation
- e) Identify and evaluate stakeholder array and needs and develop strategy and plan to engage community
- f) Conduct preliminary evaluation of financial circumstances and develop strategy and plan for detailed review and optimization
- g) Conduct preliminary evaluation of human capital and develop strategy and plan for detailed review and optimization

DELIVERABLE 01. Comprehensive Needs Assessment Report, to be submitted within twenty (20) business days after release of 2018-19 State Assessment (CMAS) scores. Summary report providing overview of key District- and school-level academic, environmental, and operational concerns targeted for intervention (either directly by

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

A14SS or recommended for District intervention) for the 2019-20 academic year or beyond. The comprehensive needs assessment will include (1) identification of key performance metrics and status reporting framework to meet state- and district-level reporting requirements; (2) recommendations for district- and school-level indicators and performance thresholds proposed to be used to assess Agreement performance realization incentives (see Section II, Budget and Compensation); and (3) an initial implementation plan to direct A14SS and District efforts for the 2019-20 school year, subject to ongoing revision as additional data are collected and circumstances are further analyzed and understood.

Note that the Comprehensive Needs Assessment Report cannot include any direct classroom or other active school year observations of operations due to initiation of the A14SS Agreement occurring after the close of the 2018-2019 school year. Instead, it will rely upon District- and state-provided data and reporting, supplemented by interviews, focus groups, or surveys of available personnel and stakeholders to provide the best available initial insights into District and school operations and effectiveness leading up to the start of the 2019-2020 school year. Deliverable 02, the Gap Analysis Report, will supplement the Comprehensive Needs Assessment Report with the lacking direct observation, which can then be incorporated into perspectives and strategies designed to turn around school performance.

Term: Both Project Initiation and Pre-2019-20 School Year Planning and Deliverable 01 to be completed during the first year of the Agreement only. Needs are successively transitioned and fulfilled by the Gap Analysis Report, Year-End Summary Reports, and regular status reporting through successive phases of the project.

2) Executive Project and District Support

Ensure overall execution of project and manage executive district and other relationships, including:

- a) Implementing an evidence-based instructional program, including developing/recommending curriculum, assessment systems, scheduling, and professional development;
- b) Recruiting and retaining personnel, including responsibilities formerly entrusted to the superintendent, such as: teacher and administrator placement, transfer, and evaluation; recommending to the local board the non-renewal or renewal of employment contracts, action on at-will employees, and action on the superintendent's contract; and employee group negotiations;
- c) Recruiting and recommending to the local board management operators needed for individual schools, as well as any service providers needed to support particular programs;
- d) Recommending to the local board needed changes to the District's collective bargaining agreement ahead of each annual process for amending said agreement;

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

- e) Evaluating district policies and recommending amendments, revisions, or deletions to the local board policies;
- f) Ensuring operational excellence, coordinating community engagement efforts, supporting local governance training, and, ultimately, driving substantive school and District improvement; and
- g) Determining whether to continue provisions of the Revised Pathways Proposal from 2017, including but not limited to the District's partnership with Beyond Textbooks.

Term: Executive Project and District Support continues from the initiation of the Agreement through the end of the term of the Agreement.

3) Turnaround Design and Management

A14SS will design and manage a turnaround program including:

- a) Design and monitor turnaround strategy at district, school building, and classroom levels to ensure realization of goals while building site capacity to sustain growth beyond the partnership
- b) Work with teachers and administrators to identify progress and trends of the students, ensuring there is a strong understanding of students' needs and what strategies are needed to make content comprehensive for these students.
- c) Facilitate collaborative monthly meetings with leaders and teachers in high needs areas to focus specifically on student progress and challenges to success.
- d) Use the principles of restorative practices to develop a culture that is student centered and based on continuous growth. To assess the current culture and climate, A14SS surveys stakeholder on attitudes and perceptions and then works with the district or school to analyze the results, create priorities and ultimately a vision and mission that reflects these beliefs.

Term: Turnaround Design and Management continues from the initiation of the Agreement through the end of the term of the Agreement

DELIVERABLE 02. Gap Analysis Report, to be submitted by October 31, 2019. This report will provide a gap analysis supplementing the Comprehensive Needs Assessment Report (Deliverable 01) through incorporation of direct district, school building, and classroom observations and analysis by the project team, with a focus on addressing high needs functions and populations to allow the team to validate needs assessment findings, identify other themes, and align the appropriate supports necessary to position each student for success, including descriptions of instructional and assessment strategy for ongoing assessment and improvements to student learning.

Term: Deliverable 02 to be completed during the first year of the Agreement only. Needs are successively transitioned and fulfilled by Year-End Summary Reports and regular status reporting through successive phases of the project.

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

DELIVERABLE 03. Culture and Climate Plan, to be submitted by December 13, 2019.

Create a rollout plan with strategies to share the vision, mission and expectations for adults and students. Key attributes of the plan are collaboration sessions with stakeholders, training dates and topics, and specific curriculum resources and school programs to support the plan. Also built into the plan are follow up surveys and progress monitoring benchmarks.

Term: Deliverable 03 to be completed during the first year of the Agreement only. Needs are successively transitioned and fulfilled by Year-End Summary Reports and regular status reporting through successive phases of the project.

DELIVERABLE 04. Monthly Status Reporting Template(s), to be submitted by July 31, 2019. The status reporting template(s) will include data elements necessary to support State Board/Colorado Department of Education requirements and Adams County School District 14 requirements for monitoring and oversight, and provide sufficient information for effective management of the turnaround program, to be based on information readily accessible to A14SS for reporting through regular, defined District and/or project operations. The general framework and format of these status reports may be revisited and adjusted incrementally at the end of each school year, though not in a manner that will erode the year over year comparability of metrics included in reporting.

Term: Deliverable 04 to be completed during the first year of the Agreement only. Needs are successively transitioned and fulfilled by regular status reporting through successive phases of the project.

DELIVERABLES 05 through 14 (School Year 2019-20 – September through June); 16 through 25 (School Year 2020-21 – September through June); 27 through 36 (School Year 2021-22 – September through June); and 38 through 47 (School Year 2022-23 – September through June). Monthly Status Reports, reflecting the prior month's project activity and status reporting on relevant metrics and key performance indicators, extending from August 2019 through the end of the project, to be submitted by the fifth business day of each month. The reporting will fulfill State Board/ Colorado Department of Education and Adams County School District 14 requirements, as per the agreed upon format devised as part of Deliverable 04.

Term: Monthly Status Reports to be submitted to reflect activity from September through May for the duration of the Agreement (beginning September 2019 extending through June 2023).

DELIVERABLES 15, 26, 37, 48. Year-End Summary Reports, to be submitted twenty (20) business days after release of prior year state assessment data. After publication of relevant student test scores and other critical performance data, A14SS will compile a year end perspective of the status and progress of the District and encompassed schools highlighting key accomplishments and remaining challenges identified over the course of the first year. The Year End Summary Report will also include strategic guidance in terms of the targeted interventions planned for the following school year to achieve maximum trajectory

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

in academic improvement within the available project and district resources.

Term: Year-End Summary Reports to be submitted twenty (20) days following the release of State Assessment (CMAS) scores, following the school year of performance (2020 through 2023).

DELIVERABLE 49. Colorado Department of Education Report for Adams City High School.

The report shall address possible further actions for Adams City High School, to be submitted no later than September 1, 2019, to the Board and the State Board. The Report shall address possible further actions for Adams City High School, including management by an additional external entity, conversion to a charter school, or recommendation for innovation status.

DELIVERABLE 50. Colorado Department of Education Report for Central Elementary School.

The report shall address possible further actions for Central Elementary School, to be submitted no later than September 1, 2019, to the Board and the State Board. The Report shall address possible further actions for Central Elementary School, including management by an additional external entity, conversion to a charter school, or recommendation for innovation status.

Term: June 15 – September 1, 2019.

4) District and School Leadership Development and Support

A14SS will work to develop leadership in the District through the following:

- a) Provide individualized leadership coaching specific to the needs of administrators, lead team members, and district personnel. Our customized leadership rubrics provide a roadmap for administrators to increase their effectiveness as leaders, building upon their strengths while addressing areas in need of development. At the onset of the partnership, leaders complete a leadership self-study, which is then analyzed and calibrated against our leadership rubrics. Based on the results, leaders participate in goal setting with an A14SS mentor. During the relationship, the leader participates in individual and group professional development and coaching. Goals are established using this rubric and progress is monitored throughout the partnership. A14SS partners with district leadership to develop profiles of effective school leaders and pathways for current staff.
- b) Assess and implement actions to improve leadership, support and accountability, conditions for effective talent management, and effective instructional infrastructure
- c) Offer consultation and technical assistance to help the district and campus address any obstacles, be it in-person, over-the-phone or electronically to assist in resolution

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

of any concerns that may impair the success of the initiative, particularly during the first year.

- d) Provide a framework through which districts can lead their own school needs assessments, thereby building the district capacity.

Term: District and School Leadership Development and Support continues from the initiation of the Agreement through end of term of the Agreement.

5) Math, ELA, and Other (SEL, ESL, ECE) Coaching and Related Support

Use research-based, proven practices to enhance district teaching. Key aspects of support will include:

- a) Instruction. Build teacher capacity by developing a common vision of effective instruction emphasizing an understanding of the rigor of the standards and instructional pedagogy. Process includes whole school professional development, collaboration meetings by grade level or content area, models of proficiency, onsite coaching to introduce and apply evidenced based effective strategies, build instructional capacity and utilize assessment data to drive achievement.
- b) Standards. Evaluate standards including audit of curriculum to develop common curriculum including maps and pacing guidelines and provide coaching in differentiation and scaffolding of instruction.
- c) Data. Identify and implement data collection and analytics to effectively measure, inform, and monitor impacts and progress of interventions on student performance with respect to curriculum and instruction
- d) Instructional Model. Enhance instructional model, combining aspects of Fisher and Frey's Gradual Release models, incorporating inclusive cooperative learning strategies.
- e) Assessment. Facilitate the development of a district plan for ongoing assessment including vision, purpose and processes to use to leverage data.
- f) Coaching: Model, co-teach, and provide feedback to instructional staff to build efficacy, including pre-visit sessions, data collection and analysis, provision of feedback, and planning for next steps.
- g) Provide both technical assistance and professional development to improve the structure and instruction for ELLs.

Term: Math, ELA, and Other (SEL, ESL, ECE) Coaching and Related Support continues from the initiation of the Agreement through end of the term of the Agreement.

6) District Financial Assessment and Optimization

- a) A14SS will examine key financial information from available District resources to understand payroll, benefits, vendor relationships, major federal and state awards/contracts, and internal controls to identify inefficiencies for remediation, cost-

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

savings, or better yield for District operations, in an effort to optimize District financial position to allow focused support and investment into academic performance and improvement.

Note that the project resources dedicated to the above are dependent on available, accurate information in the possession of District officials provided to A14SS in a timely manner that includes no materially inaccurate or fraudulent information. If investigation reveals material inaccuracies or fraudulent information, a more significant effort and investment of resources may be required to yield desired positive impact to the District's deployable resources.

Term: District Financial Assessment and Optimization occurs in the first year of the agreement. Successive efforts may be negotiated if broader needs are identified beyond initial evaluation.

7) Project and District Human Capital Development

- a) A14SS will commit the expertise of its Human Capital and personnel recruiting staff to support District recruitment of talent to key positions in District, school administration, and classroom openings. A14SS staff will work with District personnel to provide advice, tools, and strategies for filling vacancies to enhance the overall talent base of the District to support academic turnaround.

Term: Project and District Human Capital Development continues from the initiation of the Agreement through end of term of the Agreement.

8) Project and District Communications Support

- a) A14SS will deploy communications strategy and project team support to ensure students, parents and families, District team members, State Board and Colorado Department of Education officials, and other community stakeholders are adequately informed of project activities and achievements to ensure maximum support and collaboration from the community.

Term: Project and District Communications support continues from the initiation of the Agreement through end of term of the Agreement

9) Project Management and Related Support

- a) A14SS will effectively manage the personnel and other resources of the project within the budgeted expenses and established timelines, relying on standards of management appropriate for a project of this scale in terms of time, cost, scope, human resources, quality, communications, risk, and other facets of management. The District will be included in facets of project management as input, escalation, or

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

direction, or change management is required for the successful delivery of contracted services.

Term: Project Management support continues from the initiation of the Agreement through end of term of the Agreement.

B. Staffing

A14SS will assign on-site and remote staff capable of fulfilling the duties outlined within the Scope of Work noted above. A14SS may add staff or roles as needed to address the Agreement Scope. Staff assignments may reasonably change throughout the term of the Agreement based on conditions required to achieve the objectives of the Agreement. The initial plan for fulfilling the Scope of Work is provided in the tables that follow, noting that A14SS's assessment of circumstances and needs upon initiation of the Services may result in shifting of resources as necessary to successfully deliver the expected results of the engagement.

ESTIMATED STAFFING ALLOCATION BY PROJECT FUNCTION

PROJECT FUNCTION	ESTIMATED FTE ASSIGNMENTS*	ESTIMATED HOURS
Executive Turnaround Leadership and District Support	1.1	2,100
District and School Leadership Development, incl. UVA PLE	5.2	10,800
Instructional Coaching and Support, incl. Schools Cubed**	6.6	13,700
Math Coaching and Instructional Support	3.0	6,200
ELA Coaching and Instructional Support	3.0	6,200
SEL, ESL, ECE, and Other Instructional Support	0.6	1,200
Project Management and Communications	2.2	4,600

*Note that multiple staff will collectively fulfill FTE allocations.

**Instructional coaching FTE allocations apply to active school year. Some FTEs assigned to Math and ELA will be cross-trained and capable of providing other instructional coaching and support.

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

PROJECT LEADERSHIP ALLOCATION AND ROLES

STAFF MEMBER	ESTIMATED FTE ALLOCATION*	ROLE
Harry Bull	0.35	Oversight of overall project and other members of project leadership team, support for central district operations, and interfacing with District Board and Colorado Department of Education
Babette Moreno	0.20	Design and oversight of instructional coaching and curriculum improvements
Don Rangel	0.60	Serve as project director providing primary support for central District operations, with direct support to priority schools as needs are identified, including development and mentorship of principals
Cindy Stevenson	1.00	Collaborating to provide support for central District operations, with direct support to priority schools as needs are identified, including development and mentorship of principals
Kate Greeley	0.60	Dedicated support to middle school leadership, including development and mentorship of principals
Ron Cabrera	1.00	Dedicated support to elementary school leadership, including development and mentorship of principals
Ron Peterson	1.00	Dedicated support to high school leadership, including development and mentorship of principals

*All leadership FTE allocations are expected to be deployed full-time on-site for the substantial majority of effort.

II. BUDGET AND COMPENSATION

Year 1 of the Agreement commences on June 15, 2019, the “Effective Date” as set out in the Agreement and continues until September 30, 2020 (to ensure ability to deliver Year-End Summary Report twenty days after release of state assessment data). Remuneration under this Agreement for Year 1 of the term of the Agreement, for professional services, reasonable and necessary travel expenses and other expenses arising from the performance of the duties set forth in the Scope of Services shall not exceed a Base amount of \$3,465,000.

In addition to the Base amount, in Year 1 of the Agreement, A14SS may receive “Tier One” Performance incentives of up to \$385,000 through achievement of the following:

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

TIER ONE PERFORMANCE INCENTIVES

ACADEMIC ACHIEVEMENT INDICATORS:

1. CMAS – English Language Arts – Mean Scale Score – Year-Over-Year Improvement – District Overall
2. CMAS – Math – Mean Scale Score – Year-Over-Year Improvement – District Overall
3. CMAS – English Language Arts – Mean Scale Score – Year-Over-Year Improvement – Adams City High School
4. CMAS – Math – Mean Scale Score – Year-Over-Year Improvement – Adams City High School
5. CMAS – English Language Arts – Mean Scale Score – Year-Over-Year Improvement – Central Elementary School
6. CMAS – Math – Mean Scale Score – Year-Over-Year Improvement – Central Elementary School
7. *Improved Graduation Rate – cannot be measured in Year 1 due to lagging data. To be considered for inclusion in Year 2 incentive structure.*

ACADEMIC GROWTH INDICATORS:

8. CMAS – English Language Arts – Median Growth Percentile/Rate – Year-Over-Year Improvement – District Overall
9. CMAS – Math – Median Growth Percentile/Rate – Year-Over-Year Improvement – District Overall
10. CMAS – English Language Arts – Median Growth Percentile/Rate – Year-Over-Year Improvement – Adams City High School
11. CMAS – Math – Median Growth Percentile/Rate – Year-Over-Year Improvement – Adams City High School
12. CMAS – English Language Arts – Median Growth Percentile/Rate – Year-Over-Year Improvement – Central Elementary School
13. CMAS – Math – Median Growth Percentile/Rate – Year-Over-Year Improvement – Central Elementary School

LEADING ACADEMIC PROGRESS INDICATORS:

14. Improved Student Performance Based On Agreed Upon Progress Monitoring Tools (such as STAR) – District Overall
15. Improved Student Performance Based On Agreed Upon Progress Monitoring Tools (such as STAR) – By School (Incentive payment to be prorated based on number of schools demonstrating improvement divided by eleven.)
16. Improved Student Attendance Relative to Agreed Upon Baseline for Prior Year – District Overall
17. Improved Student Attendance Relative to Agreed Upon Baseline for Prior Year – by School (Incentive payment to be prorated based on number of schools demonstrating

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

improvement divided by eleven.)

18. *Decreased Dropout Rate – cannot be measured in Year 1 due to lagging data. To be considered for inclusion in Year 2 incentive structure.*

Year 2 of the Agreement will include a Base compensation of \$2,772,000. Performance incentives over and above the Base compensation will follow the same proportionate amounts noted above for Year 1, but totaling \$308,000 in possible incentives. Indicators #7 and #18 may be substituted for some portion of the total allocated Performance incentives if mutually agreed upon by both parties prior to September 1, 2020.

Year 3 of the Agreement will include a Base compensation of \$1,390,674, while Year 4 of the Agreement will include a Base compensation of \$687,991.

TIER TWO PERFORMANCE INCENTIVES

A14SS will also be eligible for additional “Tier Two” Performance incentives from the initiation of the contract through Years 3 and 4 of the Agreement, respectively, to be driven by the Colorado Department of Education’s District Performance Framework (DPF) and School Performance Framework (SPF):

1. For the District’s overall initial achievement of a year-end DPF rating of “Improvement” by or before the end of the 2021-22 school year, A14SS shall be compensated an additional \$100,000.
2. When any school that was assigned an SPF rating of “Turnaround” or “Priority Improvement” in 2018-19 initially obtains a rating of “Improvement,” by or before the end of 2021-22 (Year 3 of the Agreement), A14SS shall be compensated a proportionate share of \$400,000.
 - a. For example, if 4 schools are rated “Priority Improvement” as of the 2018-19 reporting period, and 3 of those schools are rated “Improvement” by 2020-21, A14SS would be compensated $(3/4) \times \$400,000 = \$300,000$.
3. For the initial achievement by the District of a year-end DPF rating of “Performance” or better by or before the end of the 2022-23 school year (Year 4), A14SS shall be compensated an additional \$100,000. If A14SS has not earned the Tier Two incentive #1 noted above, it shall be compensated \$200,000 upon initial District achievement of a “Performance” or better rating by 2022-23.
4. When any school that was assigned an SPF rating of “Turnaround,” “Priority Improvement,” or “Improvement” in 2018-19 initially obtains a rating of “Performance”

Agreement
Adams County School District 14
Adams 14 Schools Succeed, LLC

or better by or before the end of 2022-23, A14SS shall be compensated an additional proportionate share of \$400,000.

For example, if 8 schools were rated “Priority Improvement” or “Improvement” as of 2018-19, and by the end of 2020-21 (Year 2), 3 of these schools have attained a rating of “Performance,” A14SS shall be compensated an additional $(3/8) \times \$400,000 = \$150,000$.

5. If the rating of any school for which A14SS was compensated via a Tier Two bonus (see #1 through #4 above) decreases during the term of the Agreement, the associated dollar amount that was awarded as an incentive will be reimbursed to the District. The incentive can be recovered in a successive year within the Term of the Agreement if the school returns to the performance threshold within the overall prescribed timelines for the incentive.

If the 2018-19 CDE DPF or SPF assessments render any of the Tier 2 performance incentives unattainable, A14SS and the District will renegotiate allocation of the full amount of incentives to commensurate benchmarks of improvement by September 1, 2019.

The full array of Base and Performance incentive compensation payments are summarized in the table below:

Component	Year 1	Year 2	Year 3	Year 4
Base	\$3,465,000	\$2,772,000	\$1,390,674	\$687,991
Tier 1 Performance	\$385,000	\$308,000		
Tier 2 Performance*			\$500,000	\$500,000

*Tier 2 Performance bonuses may be realized at any time leading up to the noted years based on District or school achievement of applicable performance ratings in preceding year-end assessments.

The baseline measures and associated schedules for release of Tier One Performance incentives are detailed in the tables that follow. The baseline described in the tables represents the standard against which improvement for the given year or time period will be measured against.

Agreement
Adams County School District 14
Adams 14 Schools Succeed, LLC

CONTRACT YEAR 1, TIER 1 PERFORMANCE INCENTIVES

#	Incentive	Baseline Measure(s)	2019-20 RELEASE SCHEDULE	Year 1 Total	Percent of Tier	
			Mid-Year 02/01/20	End-Year 06/01/20	CDE Report 08/31/20	
TIER ONE PERFORMANCE INCENTIVES			\$61,600.00	\$61,600.00	\$261,800.00	\$385,000.00 100.0%
ACADEMIC ACHIEVEMENT INDICATORS:					\$130,900.00	\$130,900.00
1	CMAS - English Language Arts - Mean Scale Score - Year-Over-Year Improvement - District Overall	2018-19			\$26,950.00	\$26,950.00 7.0%
2	CMAS - Math - Mean Scale Score - Year-Over-Year Improvement - District Overall	2018-19			\$26,950.00	\$26,950.00 7.0%
3	CMAS - English Language Arts - Mean Scale Score - Year-Over-Year Improvement - Adams City High School	2018-19			\$19,250.00	\$19,250.00 5.0%
4	CMAS - Math - Mean Scale Score - Year-Over-Year Improvement - Adams City High School	2018-19			\$19,250.00	\$19,250.00 5.0%
5	CMAS - English Language Arts - Mean Scale Score - Year-Over-Year Improvement - Central Elementary School	2018-19			\$19,250.00	\$19,250.00 5.0%
6	CMAS - Math - Mean Scale Score - Year-Over-Year Improvement - Central Elementary School	2018-19			\$19,250.00	\$19,250.00 5.0%
7	Improved Graduation Rate*				\$0.00	\$0.00 0.0%
ACADEMIC GROWTH INDICATORS:					\$130,900.00	\$130,900.00
8	CMAS - English Language Arts - Median Growth Percentile/Rate - Year-Over-Year Improvement - District Overall	2018-19			\$26,950.00	\$26,950.00 7.0%
9	CMAS - Math - Median Growth Percentile/Rate - Year-Over-Year Improvement - District Overall	2018-19			\$26,950.00	\$26,950.00 7.0%
10	CMAS - English Language Arts - Median Growth Percentile/Rate - Year-Over-Year Improvement - Adams City High School	2018-19			\$19,250.00	\$19,250.00 5.0%
11	CMAS - Math - Median Growth Percentile/Rate - Year-Over-Year Improvement - Adams City High School	2018-19			\$19,250.00	\$19,250.00 5.0%
12	CMAS - English Language Arts - Median Growth Percentile/Rate - Year-Over-Year Improvement - Central Elementary School	2018-19			\$19,250.00	\$19,250.00 5.0%
13	CMAS - Math - Median Growth Percentile/Rate - Year-Over-Year Improvement - Central Elementary School	2018-19			\$19,250.00	\$19,250.00 5.0%
LEADING ACADEMIC PROGRESS INDICATORS:			\$61,600.00	\$61,600.00		\$123,200.00
14	Improved Student Performance Based On Agreed Upon Progress Monitoring Tools (such as STAR) - District Overall	(1) Mid year vs. Beginning year; (2) End year vs. Mid year	(1) \$15,400.00	(2) \$15,400.00		\$30,800.00 8.0%
15	Improved Student Performance Based On Agreed Upon Progress Monitoring Tools (such as STAR) - By School (Incentive payment to be prorated based on number of schools demonstrating improvement divided by eleven.)	(1) Mid year vs. Beginning year; (2) End year vs. Mid year	\$15,400.00	\$15,400.00		\$30,800.00 8.0%
16	Improved Student Attendance Relative to Agreed Upon Baseline for Prior Year - District Overall	Average Daily Attendance - (1) Jan 2020 vs. Jan 2019; (2) May 2020 vs. May 2019	\$15,400.00	\$15,400.00		\$30,800.00 8.0%
17	Improved Student Attendance Relative to Agreed Upon Baseline for Prior Year - by School (Incentive payment to be prorated based on number of schools demonstrating improvement divided by eleven.)	Average Daily Attendance - (1) Jan 2020 vs. Jan 2019; (2) May 2020 vs. May 2019	\$15,400.00	\$15,400.00		\$30,800.00 8.0%
18	Decreased Dropout Rate*					

*Cannot be measured in Year 1 due to reporting lag for statistics. To be considered for inclusion in Year 2 of Tier 1 incentive structure if mutually agreed upon by both parties.

Agreement
Adams County School District 14
Adams 14 Schools Succeed, LLC

CONTRACT YEAR 2, TIER 1 PERFORMANCE INCENTIVES

		2020-21 RELEASE SCHEDULE					
#	Incentive	Baseline Measure(s)	Mid-Year 02/01/21	End-Year 06/01/21	CDE Report 08/31/21	Year 1 Total	Percent of Tier
TIER ONE PERFORMANCE INCENTIVES			\$49,280.00	\$49,280.00	\$209,440.00	\$308,000.00	100.0%
ACADEMIC ACHIEVEMENT INDICATORS:					\$104,720.00	\$104,720.00	
1	CMAS - English Language Arts - Mean Scale Score - Year-Over-Year Improvement - District Overall	2019-20			\$21,560.00	\$21,560.00	7.0%
2	CMAS - Math - Mean Scale Score - Year-Over-Year Improvement - District Overall	2019-20			\$21,560.00	\$21,560.00	7.0%
3	CMAS - English Language Arts - Mean Scale Score - Year-Over-Year Improvement - Adams City High School	2019-20			\$15,400.00	\$15,400.00	5.0%
4	CMAS - Math - Mean Scale Score - Year-Over-Year Improvement - Adams City High School	2019-20			\$15,400.00	\$15,400.00	5.0%
5	CMAS - English Language Arts - Mean Scale Score - Year-Over-Year Improvement - Central Elementary School	2019-20			\$15,400.00	\$15,400.00	5.0%
6	CMAS - Math - Mean Scale Score - Year-Over-Year Improvement - Central Elementary School	2019-20			\$15,400.00	\$15,400.00	5.0%
7	Improved Graduation Rate*	2018-19				\$0.00	0.0%
ACADEMIC GROWTH INDICATORS:			\$0.00	\$0.00	\$104,720.00	\$104,720.00	
8	CMAS - English Language Arts - Median Growth Percentile/Rate - Year-Over-Year Improvement - District Overall	2019-20			\$21,560.00	\$21,560.00	7.0%
9	CMAS - Math - Median Growth Percentile/Rate - Year-Over-Year Improvement - District Overall	2019-20			\$21,560.00	\$21,560.00	7.0%
10	CMAS - English Language Arts - Median Growth Percentile/Rate - Year-Over-Year Improvement - Adams City High School	2019-20			\$15,400.00	\$15,400.00	5.0%
11	CMAS - Math - Median Growth Percentile/Rate - Year-Over-Year Improvement - Adams City High School	2019-20			\$15,400.00	\$15,400.00	5.0%
12	CMAS - English Language Arts - Median Growth Percentile/Rate - Year-Over-Year Improvement - Central Elementary School	2019-20			\$15,400.00	\$15,400.00	5.0%
13	CMAS - Math - Median Growth Percentile/Rate - Year-Over-Year Improvement - Central Elementary School	2019-20			\$15,400.00	\$15,400.00	5.0%
LEADING ACADEMIC PROGRESS INDICATORS:			\$49,280.00	\$49,280.00	\$0.00	\$98,560.00	
			(1)	(2)			
14	Improved Student Performance Based On Agreed Upon Progress Monitoring Tools (such as STAR) - District Overall	(1) Mid year vs. Beginning year; (2) End year vs. Mid year	\$12,320.00	\$12,320.00		\$24,640.00	8.0%
15	Improved Student Performance Based On Agreed Upon Progress Monitoring Tools (such as STAR) - By School (Incentive payment to be prorated based on number of schools demonstrating improvement divided by eleven.)	(1) Mid year vs. Beginning year; (2) End year vs. Mid year	\$12,320.00	\$12,320.00		\$24,640.00	8.0%
16	Improved Student Attendance Relative to Agreed Upon Baseline for Prior Year - District Overall	Average Daily Attendance - (1) Jan 2021 vs. Jan 2020; (2) May 2021 vs. May 2020	\$12,320.00	\$12,320.00		\$24,640.00	8.0%
17	Improved Student Attendance Relative to Agreed Upon Baseline for Prior Year - by School (Incentive payment to be prorated based on number of schools demonstrating improvement divided by eleven.)	Average Daily Attendance - (1) Jan 2021 vs. Jan 2020; (2) May 2021 vs. May 2020	\$12,320.00	\$12,320.00		\$24,640.00	8.0%
18	Decreased Dropout Rate*	2018-19				\$0.00	0.0%

*Cannot be measured in Year 1 due to reporting lag for statistics. To be considered for inclusion in Year 2 of Tier 1 incentive structure if mutually agreed upon by both parties.

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

Including both Base and Performance components, the Compensation payment schedule for the term of the Agreement shall be as follows:

CONTRACT YEAR 1 INVOICING SCHEDULE

Year 1	Invoice Amount
Initiation	\$346,500.00
7/1/2019	\$239,884.62
8/1/2019	\$239,884.62
9/1/2019	\$239,884.62
10/1/2019	\$239,884.62
11/1/2019	\$239,884.62
12/1/2019	\$239,884.62
1/1/2020	\$239,884.62
2/1/2020	Base: \$239,884.62 *Tier 1: Up to \$61,600.00
3/1/2020	\$239,884.62
4/1/2020	\$239,884.62
5/1/2020	\$239,884.62
6/1/2020	Base: \$239,884.62 *Tier 1: Up to \$61,600.00
7/1/2020	\$239,884.62
8/31/2020	*Tier 1: Up to \$261,800.00 **Tier 2: Up to \$1,000,000.00

*Represents a not-to-exceed value for associated Tier 1 incentives.

**Represents a cumulative not-to-exceed value over the term of the agreement, with the full amount of Tier 2 incentives only realized if all schools previously rated “Priority Improvement” and “Improvement” in 2018-19, and the District overall, were rated by the CDE as “Performance” for the applicable year’s assessments.

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

CONTRACT YEAR 2 INVOICING SCHEDULE

Year 2	Invoice Amount
Initiation	\$277,200.00
8/1/2020	\$207,900.00
9/1/2020	\$207,900.00
10/1/2020	\$207,900.00
11/1/2020	\$207,900.00
12/1/2020	\$207,900.00
1/1/2021	\$207,900.00
2/1/2021	Base: \$207,900.00 *Tier 1: \$49,280.00
3/1/2021	\$207,900.00
4/1/2021	\$207,900.00
5/1/2021	\$207,900.00
6/1/2021	Base: \$207,900.00 *Tier 1: \$49,280.00
7/1/2021	\$207,900.00
8/31/2021	*Tier 1: \$209,440.00 **Tier 2: Up to \$1,000,000.00

* Represents a not-to-exceed value for associated Tier 1 incentives.

**Represents a cumulative not-to-exceed value over the term of the agreement, with the full amount of Tier 2 incentives only realized if all schools previously rated “Priority Improvement” and “Improvement” in 2018-19, and the District overall, were rated by the CDE as “Performance” for the applicable year’s assessments.

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

CONTRACT YEAR 3 INVOICING SCHEDULE

Year 3	Invoice Amount
Initiation	\$139,067.40
8/1/2021	\$104,300.55
9/1/2021	\$104,300.55
10/1/2021	\$104,300.55
11/1/2021	\$104,300.55
12/1/2021	\$104,300.55
1/1/2022	\$104,300.55
2/1/2022	\$104,300.55
3/1/2022	\$104,300.55
4/1/2022	\$104,300.55
5/1/2022	\$104,300.55
6/1/2022	\$104,300.55
7/1/2022	\$104,300.55
8/31/2022	**Tier 2: Up to \$1,000,000.00

**Represents a cumulative not-to-exceed value over the term of the agreement, with the full amount of Tier 2 incentives only realized if all schools previously rated “Priority Improvement” and “Improvement” in 2018-19, and the District overall, were rated by the CDE as “Performance” for the applicable year’s assessments.

Agreement
 Adams County School District 14
 Adams 14 Schools Succeed, LLC

CONTRACT YEAR 4 INVOICING SCHEDULE

Year 4	Invoice Amount
Initiation	\$68,799.04
8/1/2022	\$51,599.33
9/1/2022	\$51,599.33
10/1/2022	\$51,599.33
11/1/2022	\$51,599.33
12/1/2022	\$51,599.33
1/1/2023	\$51,599.33
2/1/2023	\$51,599.33
3/1/2023	\$51,599.33
4/1/2023	\$51,599.33
5/1/2023	\$51,599.33
6/1/2023	\$51,599.33
7/1/2023	\$51,599.33
8/31/2023	**Tier 2: Up to \$600,000.00

**Represents a cumulative not-to-exceed value over the term of the agreement, with the full amount of Tier 2 incentives only realized if all schools previously rated “Priority Improvement” and “Improvement” in 2018-19, and the District overall, were rated by the CDE as “Performance” for the applicable year’s assessments. The \$400,000 in incentive payments associated school achievement ratings of “Improvement” (as described in item #2 under the Tier 2 description) are no longer eligible to be awarded in Year 4 of the contract.

Should the Parties negotiate any Annex to include additional Services (other than Services subject to Incentive Payments), then compensation for such Services shall be paid based upon monthly reports of the dates of Services provided, submitted on invoices as described in Section IV of the Agreement (Fees and Disbursements).

Upon execution by the Parties, this Annex No. 1 to the Agreement is incorporated by reference in and subject to the terms and conditions set forth in the Agreement.

[Signature page follows.]

Agreement
Adams County School District 14
Adams 14 Schools Succeed, LLC

AGREED TO AND ACCEPTED:

ADAMS 14 SCHOOLS SUCCEED, LLC

ADAMS COUNTY SCHOOL DISTRICT 14

By:

By:

Its: _____

Its: _____

Date: _____

Date: _____